

Elkmont, LLC., a Colorado limited liability company, its affiliates, and their respective directors, officers, employees, partners, agents, trustees, administrators, managers, advisors, and representatives (collectively, “Company”) understands the importance of your personal privacy, and we appreciate you trusting us with your information. Our goal is to protect you and your privacy. Therefore, we have created this privacy policy (this “Policy”) so that you know how we use and disclose your personal information when you make it available to us.

This Policy discloses our practices regarding information collection and usage on the website located at <https://elkmontllc.com/>, including any subpages (collectively, the “Website”); in email, text, and other electronic messages between you and the Website; or when you interact with our advertising and applications on third-party sites and services. If you are accessing the Website on behalf of an organization or company, by your continued use of the Website you represent that you have the legal authority to bind any such organization or company to this Policy and ensure compliance herewith.

If you are dissatisfied with this Policy, your sole and exclusive remedy is to cease your access to or use of the Website. **IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY AND THE WEBSITE TERMS OF USE, YOU MAY NOT ACCESS OR OTHERWISE USE THE WEBSITE.**

Key aspects of our privacy practices described in this Policy include the following explanations:

- The information we collect and why we collect it;
- How we use that information;
- How we share information; and
- The choices we offer with respect to such information.

### **Personally Identifiable Information That We Collect**

We may ask you for, or you may voluntarily submit, personally identifiable information when you are accessing or otherwise using the Website. We will only require that you provide the minimum amount of information necessary for us to address your particular issue. We gather the basic information you give us and what we learn from your visit to the Website, as explained in more detail in this Policy, and we and our affiliates and business partners use it to fulfill the purpose of your interaction with us and as otherwise described in this Policy. The personally identifiable information which you may provide to us could include, but is not limited to:

- Your name;

- Your contact information (including, without limitation, address, email address, and phone number);
- Your social media account information;
- Your IP address;
- Your use of and your activity on the Website; and
- Other personal information that could be used to identify you.

### **Changes To This Policy**

We reserve the right, at our discretion, to change, modify, add, or remove portions of this Policy at any time. However, if at any time in the future we plan to use personally identifiable information in a way that materially differs from this Policy, including sharing such information with more third parties, we will post such changes here and provide you the opportunity to opt-out of such differing uses. Please check this Policy frequently for updates. Your continued use of the Website following the posting of any changes to this Policy constitutes your acceptance of such changes.

### **Non-Personal or Aggregate Information That We Collect**

When you access the Website, we may automatically collect non-personally identifiable information from you. We may also aggregate demographic information collected from our users (such as the number of users in a particular geographical location) in a manner that does not identify any one individual. We may also aggregate information collected offline, obtain non-personally identifiable information from third party sources, and develop aggregate information by anonymizing previously collected personally identifiable information.

It is possible at times when collecting non-personally identifiable information through automatic means that we may unintentionally collect or receive personally identifiable information that is mixed in with the non-personally identifiable information. While we will make reasonable efforts to prevent such incidental data collection in this process, the possibility still exists. Any personally identifiable information we do collect, use, or store is done so in accordance with this Policy. If you believe that we have inadvertently collected your personal information, please notify us at: [jdiem@elkmonthllc.com](mailto:jdiem@elkmonthllc.com).

### **Information Usage**

We will only use your personally identifiable information as described in this Policy unless you have specifically consented to another type of use, either at the time the personally identifiable information is collected from you or through some other form of consent from you or notification to you:

- We may share your personally identifiable information collected in connection with your use of the Website to our parent, subsidiaries, and affiliates.
- We may use your personally identifiable information to respond to your inquiries or requests.
- We may share your personally identifiable information to fulfill the purpose for which you provide it. For example, if you give us an email address to use the “email a friend” feature of the Website, we will transmit the contents of that email and your email address to the recipients.
- We may use your personally identifiable information to send you emails from time to time about our products and services, but we will not provide your personally identifiable information to third parties for them to contact you directly unless otherwise permitted by this Policy or you provide your consent.
- We may share or store your personally identifiable information with third parties (collectively, “Third Party Vendors”) to further the purpose for which you provided such information to us. We urge you to read the privacy practices of all of our Third Party Vendors before submitting any personally identifiable information through the Website.
- We may share activity data of your use of the Website with third parties for advertising purposes, however, we will not share personally identifiable information for this purpose.
- We may disclose personally identifiable information as required by law or legal process.
- We may disclose personally identifiable information to investigate suspected fraud, harassment, or other violations of any law, rule, or regulation, or the terms or policies for our products and services or our sponsors.
- We may transfer your personally identifiable information in connection with the sale or merger or change of control of the Company, or the division responsible for the services with which your personally identifiable information is associated.
- We may share personally identifiable information you provide to us to Company personnel who use this information in providing their services to you through the Website.

Non-personally identifiable or aggregate information may be used by us for any purposes permitted by law and may be shared with any number of parties, provided that such information shall not specifically identify you.

## **Cookies And Similar Technologies**

“Cookies” are pieces of information that may be placed on your computer by a service for the purpose of facilitating and enhancing your communication and interaction with that service. You may refuse to accept browser cookies by activating the appropriate setting on your browser; however, if you select this setting, you may be unable to access certain parts of the Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the Website.

Certain features of the Website may use local stored objects (or “Flash cookies”) to collect and store information about your preferences and navigation to, from, and on the Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. Pages of the Website and our e-mails may contain small electronic files known as “web beacons” (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Website, for example, to count users who have visited those pages or opened an email and for other related site statistics (for example, recording the popularity of certain site content and verifying system and server integrity). We may use cookies (and similar items such as web beacons, etc.) on the Website to customize your visit and for other purposes to make your visit more convenient or to enable us to enhance our services. We may also use and place cookies (and similar items) on your computer or mobile device from our third-party service providers, such as an analytics provider that helps us manage and analyze Website usage, as described more fully below. In addition, our advertisers and business partners may set cookies and similar items when you use the Website.

You may stop or restrict the placement of cookies or flush them from your browser by adjusting your web browser preferences, in which case you may still use the Website, but it may interfere with some of its functionality. Cookies and similar items are not used by us to automatically retrieve personally identifiable information from your computer without your knowledge. The following links may be helpful, or you can use the “Help” option in your browser:

- [Cookie settings in Internet Explorer](#)
- [Cookie settings in Firefox](#)
- [Cookie settings in Chrome](#)
- [Cookie settings in Safari web and iOS](#)

If you would like to find out more about privacy, cookies, and their use on the internet, you may find the following links useful:

- Microsoft cookies guide
- All About Cookies

## **Analytics And Conversion Tracking**

We may use analytics services that use cookies, JavaScript, and similar technologies to help us analyze how users use the Website. The information generated by these services about your use of the Website (including your internet protocol address (“IP Address”) or a truncated version of your IP address) is transmitted to and stored by analytics service providers on their servers. Those service providers will use this information for the purpose of evaluating your, and other users', use of the Website, compiling reports for us on website activity and providing other services relating to website activity and internet usage.

We may collect information about your computer or your mobile device, including your IP address, operating system, and browser type, for system administration and for the purpose of creating informational reports. This is statistical data about our users' browsing actions and patterns and does not identify any individual. For example, we may use cookies on our site for Google Analytics (the “Analytics Service”), and we may also use Google conversion tracking and/or similar services to help us understand your and other users' use of the Website. The Analytics Service is a web-based analytics tool that helps website owners understand how visitors engage with their website. The Analytics Service allows customers to view a variety of reports about how visitors interact with their website so that they can improve it. Like many services, the Analytics Service uses first-party cookies to track visitor interactions as in our case, where they are used to collect information about how visitors use our site. We then use the information to compile reports and to help us improve our site.

The Analytics Service collects information anonymously. They report website trends without identifying individual visitors. You can opt out of the Analytics Service without affecting how you visit the Website. For more information about how to opt out of being tracked by Google Analytics across all websites you use, visit <https://tools.google.com/dlpage/gaoptout>.

## **Automatically Collected Information**

When you access the Website or open one of our HTML emails, we may automatically record certain information from your system by using cookies and other types of tracking technologies. This “automatically collected” information may include your IP Address, a unique user ID, device type, device identifiers, browser types and language, referring and exit pages, platform type, version of software installed, system type, the content, and pages that you access on the Website, the number of clicks, the amount of

time spent on pages, the dates, and times that you visit the Website, and other similar information. Depending on the law of your country of residence, your IP Address may legally be considered personally identifiable information.

### **Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's site. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by logging into the site and adjusting your user preferences in your account profile, checking or unchecking the relevant boxes, or by sending us an email with your request to [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com) or by calling our customer service center at (918) 337-0414.
- **Promotional Offers from the Website.** If you do not wish to have your email address or other contact information used by the Website to promote our own, our affiliates', subsidiaries', or third parties' products or services, you can opt-out by logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes, or by sending an email stating your request to [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com). If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Website as a result of a product or service contract purchase, registration, product service experience, or other relationship or transactional purpose.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by checking the relevant box. For this opt-out to function, you must have your browser set to accept all browser cookies.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose

not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI's site.

California residents may have additional personal information rights and choices. Please see **Your California Privacy Rights below**

## **Security**

The security of your personally identifiable information is very important to us. When we collect your personally identifiable information online, we use reasonable efforts to protect it from unauthorized access. However, due to the inherent open nature of the internet, we cannot guarantee that your personally identifiable information will be completely free from unauthorized access by third parties. Your use of the Website demonstrates your assumption of this risk.

We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions will be encrypted using SSL technology. Only those employees who need access to your information in order to perform their duties are authorized to have access to your personally identifiable information. For more information on protecting your privacy, please visit [www.ftc.gov/privacy](http://www.ftc.gov/privacy).

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

## **Your Disclosures in Blogs and Other Social Media**

You should be aware that personally identifiable information which you voluntarily include and transmit on the Website or that you share in an open forum such as an in-person panel or survey or on social media, may be viewed and used by others without any restrictions. We are unable to control such uses of your personally identifiable information, and by using the Website or any other online services you assume the risk that the personally identifiable information provided by you may be viewed and used by third parties for any number of purposes.

## **Other Services**

As a convenience to you, we may provide links to third-party services from within our Website. We are not responsible for the privacy practices or content of these third-party sites. When you link away from our Website, you do so at your own risk.

### **Protection For Children**

The Website is not intended for children under 16 years of age. We do not intentionally collect personally identifiable information from children under the age of 16, and no one under the age of 16 years may provide any personal information to or on the Website. If at any time in the future we plan to collect personally identifiable information from children under 16, such collection and use, to the extent applicable, shall, when required, be done in compliance with the Children's Online Privacy Protection Act ("COPPA") and appropriate consent from the child's parent or guardian will be sought where required by COPPA. If you are under 16, do not use or provide any information on the Website or through any of its features, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of the Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or username you may use. 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 [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com).

### **Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights under the California Consumer Privacy Act of 2018 ("CCPA"), visit <https://oag.ca.gov/privacy/ccpa>.

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not, because of your exercise of any of your CCPA rights:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.



California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of the Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com) or call our customer service center at (918) 337-0414.

### **Communications With Company Processing Agents**

By providing your contact information to us (including, without limitation, your name, email address, physical address, and phone number) (collectively "Contact Information") to us, you expressly consent to receive communications from us. We may use your Contact Information to communicate with you, to send information that you have requested or to send information about other products or services developed or provided by us or our business partners, provided that, we will not give your Contact Information to another party to promote their products or services directly to you without your consent or as set forth in this Policy. By using the Website, you expressly consent to receive in-product communications from us. By providing your phone number to us, you expressly consent to receive phone calls and/or text messages from us. MESSAGE AND DATA RATES MAY APPLY. We will not give your phone number to another party to promote their products or services directly to you without your consent or as set forth in this Policy. You are solely responsible for any carrier charges incurred as a result of a phone and/or text communications from us.

Any communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and nonproprietary. Except to the extent expressly covered by this Policy, anything you transmit or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us, as well as any data developed using the content of such communication, without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing, and marketing products and services using such information.

### **Right to Know and Data Portability**

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive your request and confirm your identity (see **Exercising Your Rights to Know or Delete, below**), we will disclose to you:

- The categories of personal information we collected about you.

- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.
  - the specific pieces of personal information we collected about you (also called a data portability request).

We do not provide a right to know or data portability disclosure for written or verbal business-to-business communication (“B2B personal information”).

### **Right to Delete**

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive your request and confirm your identity, we will review your request to see if an exception allowing us to retain the information applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with any applicable law or any legal obligation.

- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We will delete or deidentify personal information not subject to one of these exceptions from our records and will direct our service providers to take similar action. We do not provide these deletion rights for B2B personal information.

### **Exercising Your Rights to Know or Delete**

To exercise your rights to know or delete described above, please submit a request by either:

- Calling us at (248) 563-3267
- Emailing us at [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com)
- Visiting <https://elkmontllc.com/contactus>

Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your personal information. You may, however, make a request to know or delete on behalf of your child. You may only submit a request to know or delete for the same person twice within a 12-month period. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in the request to verify the requestor's identity or authority to make it.

Your request to know or delete must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, which may include, but shall not be limited to:
  - The type of information given.
  - Approximate dates when such personal information was requested.
  - Where the data was collected.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

You do not need to create an account with us to submit a request to know or delete. However, we do consider requests made through your password protected account sufficiently verified when the request relates to personal information associated with that specific account.

### **Response Timing and Format**

We will confirm receipt of your request to know or request to delete within ten business days. If you do not receive confirmation within the ten-day timeframe, please contact us by email at: [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com) or call us at: (248) 563-3267. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. We endeavor to substantively respond to a verifiable consumer request within forty-five days of its receipt. If we require more time (up to another forty-five days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding our receipt of your request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

### **No Rights of Third Parties**

This Policy does not create rights enforceable by third parties, nor does it require disclosure of any personal information relating to users of the Website.

### **Site Terms of Use**

Use of the Website is governed by, and subject to, this Policy and the Website Terms of Use. This Policy hereby is incorporated into and made a part of the Website Terms of Use by this reference. Your use or access of the Website constitutes your agreement to be bound by these provisions. IF YOU DO NOT AGREE TO THE WEBSITE TERMS OF USE AND THIS POLICY, YOU MAY NOT ACCESS OR OTHERWISE USE THE WEBSITE.

### **Servers**

Our servers are maintained in the United States. By using the Website, you freely and specifically give us your consent to export your personally identifiable information to the United States and to store and use it in the United States as specified in this Policy. You understand that data stored in the United States may be subject to lawful requests by the courts or law enforcement authorities in the United States.

### **Governing Law**

This Policy and our legal obligations hereunder are subject to the laws of the State of Colorado regardless of your location.

BY USING OR ACCESSING THE WEBSITE OR THE CONTENT, YOU AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE, AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THE SITE OR THE CONTENT WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION IN THE COUNTY OF DENVER, COLORADO.

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to

consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

### **Contact**

For questions or concerns relating to privacy, you can contact us at:

**Phone:**(248) 563-3267

**Website:**<https://elkmontllc.com/contactus>

**Email:** [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com)

### **Mailing Address:**

Elkmont, LLC

12180 W 18<sup>th</sup> Dr.

Lakewood, CO 80215

If you need to access this Policy in an alternative format due to having a disability, please contact [jdiem@elkmontllc.com](mailto:jdiem@elkmontllc.com) (248) 563-3267