

Privacy Policy

Effective December 8, 2015

A. About Us:

Welcome to buddydogshop1.com (the “Website”). BuddyDogShop, LLC (“BuddyDogShop”, “us”, “we”, or “our”) provides a venue to enable people and entities to browse and purchase pet care products and other goods (collectively, “Items”). We do this through the Website and by the Items and services otherwise offered by us (together with the Website, Content (defined below), and all of the Items and services offered by us, collectively the “Services”). By accessing or using our Services, you the end user of our Services (“User”, “you”, or “your”), expressly agree to the provisions of and the data practices reflected in this Privacy Policy (our “Policy”), our Terms of Service <mailto:hyperlink>, and any other policy we may develop from time to time (collectively, “Policies”), which create legal and enforceable agreements whether or not you purchase Items from us, whether or not you register for a user account with us (an “Account”) with us, and whether or not you obtain, transmit, post, send, receive, link, email, submit, upload, download, or otherwise communicate (“Transmit”): User Content (defined below), text, ratings, images, video, audio, graphics, links, electronic messages, or any other input or data (collectively, “Content”) using the Services to us or other Users.

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 the Terms of Service. If you have any questions or concerns, please do not hesitate to contact us via email at jennifer@buddydogshop1.com.

1. Information We Collect.

(a) Personal Data. Personal Data and other information are collected from you when you create an Account with us or when you otherwise 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 the Services you may be asked to provide your: full name, email address, shipping address, billing information, and related information.

(b) Location Data. Third parties with whom we may partner may collect location information in relation to a User’s Device and use of the Services (“Location Data”) with respect to you. By using the Services, you expressly consent to the collection of Location Data. To opt out of the collection of Location Data, contact us via email at jennifer@buddydogshop1.com. This

Location Data is collected anonymously in a form that does not personally identify you. Location Data is aggregated with data from Devices of other Users to enhance the quality of Content Users provide to us and to enhance the quality of the Services we provide to you. We may also share your Location data with third parties. Location Data is shared anonymously in a form that would not personally identify you.

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

(d) Log Information. When you browse our Services, you do so anonymously, unless you have previously created an Account with us. 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.

(e) 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.

(f) 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 Services, what pages Users visit when Users visit our Services, and the other websites they accessed prior to accessing our Services. 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 Services, 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 Services, 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 Services are restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can prevent analytics tools from recognizing you on return visits to the Services by disabling cookies on web browser. See Section 7 below for more information.

(g) Tracking Technology. We collect information through technology, such as cookies, flash cookies and web beacons, including when you visit our Services or Linked Sites. Please see Section 7 below for further information, including information about how to disable cookies.

(h) 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, your Account, 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 necessary, as determined by us in our sole discretion, to provide Services to you. This includes for the uses listed in Section 2 above;
- (b) when required by law or by court order;
- (c) 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;
- (d) 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 Policy will be assigned and delegated to the other company; and
- (e) to perform tasks for us or in connection with our business and the Services, 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 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.

WE DO NOT SELL OR LEASE THE PERSONAL DATA OF ANY USER TO THIRD PARTIES.

4. Your Choices.

(a) Any information, Personal Data, or Content that you voluntarily disclose for Transmitting to the Website may become available to other Users and/or the public. Once you have Transmitted Content to the Website, you acknowledge and agree that any Content you Transmitted may be re-shared by Users and others and we have no control over any such re-sharing.

(b) The Services may allow you to use the Services or your Social Media Profiles to share Location Data or other Content with Users, a Linked Site, or other third parties. If you use such functionality of the Services, then you should use caution when determining to whom you want to make your Location Data and/or Content available. If you choose to Transmit your Location Data and/or 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 your Location Data and/or Content could have access to such information. Accordingly, you should use caution when sharing Location Data via and/or Content third party Social Media Profiles and you should carefully review the privacy practices of such Social Media Profiles.

(c) Any Content that you Transmit to publically viewable areas of the Website may be searchable by other Users and may be viewable to third parties. 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 our Services.

(d) 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.

(e) 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.

(f) We will contact you from time to time to provide updates about our Services. 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 via email at jennifer@buddydogshop1.com; or (ii) following the instructions in the communication.

5. Security of Your Personal Information. We exercise reasonable care and prudence in protecting the security of Personal Data provided to us. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Specifically, our Payment Processor uses the Secured Socket Layer ('SSL') encryption when collecting, storing, or transferring sensitive data. Personal Data is stored in password-controlled servers with limited access. However, you have a significant role in Account security. Someone may see or edit your Personal Data if that person gains access to your username and password, so do not share these with others. 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 SERVICES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS.

6. Your Account. Users may review and update Personal Data by logging into their Account. If your Account is terminated by you or us, we will remove your name and other Personal Data from our publicly viewable database. If you close your Account, we have no obligation to retain your information, and may delete any or all of your Account information without liability. However, we may retain Content related to you for any reason we determine. We may also retain and use your Content if necessary to provide Services to other Users. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Policy) of Content or any obligation not to delete the Content.

7. Tracking Technology. We and other third parties with whom we may partner may use cookies, clear .gifs (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 clear .gif is typically a transparent 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 clear .gif. We and other third parties use clear .gifs 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. You have the ability to accept or decline cookies and Clear .gifs 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.

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 (at 15 USC § 6501-6506). We never collect or maintain Personal Data through the Services from those we actually know are under 13 years of age, and no part of the Services are structured to attract anyone under 13 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 Account of 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; thus 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. 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 displaying the updated Policy on our Website. 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 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.

11. California Privacy Rights. California's 'Shine the Light' law, Civil Code section 1798.83, requires certain businesses to respond to requests from California customers asking about the business' practices related to disclosing personal information to third parties for the third parties' direct marketing purposes. Alternately, such businesses may have in place a policy not to disclose personal information of customers to third parties for the third parties' direct marketing purposes if the customer has exercised an option to opt-out of such information-sharing. We have such a policy in place. As discussed above in Section 4, if you wish to opt-out of our sharing of your information with third parties for the third parties' direct marketing purposes or to find out more about your opt-out rights, please contact us as described below.

12. Questions or Comments Regarding this Policy. 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 via contact via email at jennifer@buddydogshop1.com.