

Privacy Policy

Last Updated June 8, 2021

This privacy policy (the "Privacy Policy") explains how LAV Label ("LAV Label", "Company," "we" or "us") collects, uses, shares, and protects information of the users of LAVLabel.com and all other sites, mobile sites, services, applications, platforms, and tools where this Privacy Policy appears or is linked (collective, the "Website"). The terms "you/your/user(s)" means you as a user of our Website.

By accessing the website www.LAVLabel.com, you acknowledge this Privacy Policy and agree to be bound by its terms, our Terms of Service, and any other terms or policies we post on the Website. If you do not agree with this Privacy Policy, please do not use the Website or provide us with any personal information.

1. Who controls your personal information?

Any information or other data provided to or gathered by Company is controlled by:

LAV Label
100 Hartsfield Center Pkwy, Suite 500
Atlanta, GA 30354
UNITED STATES
info@lavlabel.com

2. What information do we collect from you?

"**Information**," as used in this Privacy Policy, means personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular user or household.

We collect and/or have collected over the past twelve (12) months the following categories of information about you and other users of the Website:

- **Information You Provide to Us.** We collect information from you when you voluntarily submit your personal information to us over the Website, including as part of completing a sales transaction or registering an account. Such personal information may include your name, address, telephone number, email address, and other information which you voluntarily provide to us. We may also collect information from you when you provide it to us over the phone or in physical form, such as when you mail in an enrollment form for our Affiliate Program. Company aggregates and consolidates all such information about you and does not store it separately.
- **Transaction and Payment Information.** All payments are processed by third-party vendors, and not Company itself. If you make a purchase on the Website, or sign up for an Account (as that term is defined in the Terms of Service), we will collect credit card numbers and related information, such as billing address, card number, and the expiration date of the card ("**Credit Card Information**"), but such information is sent directly to our payment processors using PCI Compliant rules/software and is never stored or otherwise retained by Company. If you mail in an order form or an enrollment form for our Affiliate Program, you may be given the option of putting your Credit Card Information on the form.

In such event, company will manually input the information on the form into our customer and/or Affiliate database.

- **Content You Make Public.** We may collect information from you that you voluntarily upload to the Website or otherwise for public display (“**Public Information**”), such as when you post a review about us. Once you submit Public Information, neither you nor we are able to control how it may be copied, shared, or used by third parties, even if you or we later delete such Public Information. Accordingly, you should carefully consider what personal information you choose to include within your Public Information.
- **Device/Internet Connection Information**
When you use the Website, we automatically gather information made available by your web browser (such as Microsoft Edge or Google Chrome), Internet service provider (such as Comcast or Cox), and device (such as your computer, phone, or tablet), depending on your settings for each. For example, we may collect your IP address, information about the operating system or type of device you use, the date and time you access the Website, your log in attempts, and the location of your device.
- **Geolocation Information.** We may collect information about where you are located, both generally and at the time you access the Website. For example, we may collect your mailing address or ascertain your approximate location from your IP address.
- **Information Provided by Third Parties**
Company may receive information about you and your Internet activities if you have provided it to a Third-Party and we subsequently acquire the information from the Third-Party. For example, if you have your Credit Card Information saved for easier access in your internet browser, we may obtain such information from your browser when you authorize its use to make a payment on the Website. These Third Parties may have collected such information by placing cookies on your device, using web beacons, gathering IP addresses and log data, and so forth as described below. You can read more about cookies below.
- **Affiliate Information**
If you register as a participant in Company’s Affiliate Program, Company may collect additional information from you in order to track and process your Affiliate commissions, such as your social security number or other tax identification number, and information about your payment account.
- **Other Information**
From time to time, we may obtain other information from you, such as when you make a claim for a prize pursuant to a contest or other promotion run on the Website, when you request assistance through our customer service department, and when you voluntarily subscribe to Company promotions, reminders or newsletters. You will always be asked to provide such other information voluntarily, and we will not collect it without your permission.

3. **How and when do we collect information about you?**

We gather information about you through the following sources and means:

- **When you provide information.** Company collects information when users voluntarily enter or upload it while using the Website, such as information you provide, content you make public, transaction and payment information, geolocation information, and affiliate information.
- **When you communicate with us.** We may collect information from you outside of your use of the Website, such as if you call us, email us (or respond to a communication), or communicate with us over social media. Information collected outside your use of the Website may be combined with information collected through your use of the Website — for example, if you create an account through the Website and later call us about your account, the information collected in both interactions may be linked.
- **Information from your use of our Website.** We may use various technologies to collect and store information when you use, access, or interact with our Website. This may include using cookies or similar technologies to identify your browser or device. In addition, we may collect information from or about your computer(s), phone(s), or other devices when you access our Website such as the operating system, hardware version, device settings, device identifiers, language and time zone, mobile phone number, IP address, and server logs.
- **Through cookies, tracking tools, and other automated technologies.** When you use any website, certain information can be automatically collected through technological means. When you access our Website, your web browser automatically sends us device and internet connection information and certain internet activity information as described above.

We also use cookies and web beacon technology to gather device and internet connection information, internet activity information, and geolocation information. “**Cookies**” are files that are placed on your computer or other device by websites you visit. The primary purpose of a cookie is to identify you as a unique user of the Website. We use the following types of cookies, some of which are placed by Third Parties, to customize your Internet experience, keep you logged into websites, remember your search terms, and advertise products or services to you:

Type of Cookie	Purpose of Cookie
Necessary	Necessary Cookies are essential in order for the Website to display and perform properly. Necessary Cookies are used to identify you, prevent security risks, and to allow you to perform account-related functions.
Preferences	Preferences Cookies are used to store preferences set by you and each user for their account, such as your language preferences. Preferences Cookies improve your experience using the Website.
Analytics and Performance	Analytics and Performance Cookies collect information on how you and other users interact with the Website. Often, this information is aggregated, and is used to improve the Website.
Advertising	We may also use cookies and web beacons, including those placed by Third Parties such as Google, Twitter, and Facebook, to deliver Personalized Ads that may be of interest to you. We may also use a web beacon in email messages

	sent to track your response. Cookies and web beacons also help us, and our Third-Party advertising partners ensure you do not see the same advertisements over and over and to identify/block unwanted ads.
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We may use Google Analytics to collect usage data, analyze how users use the Website, and provide advertisements to you on other websites. For more information about how to opt out of this practice, visit the [Google Analytics Opt-Out Add On](#) page.

Certain third parties place cookies and pixels on the Website, and these companies may use that data to show you more relevant advertisements and promotions. You can learn more about your ability to control privacy settings at these companies' websites, which may include but are not limited to [Facebook/Instagram](#), [Twitter](#), and [Google/YouTube](#).

You can change your cookie settings in your internet browser and use preferences or settings on your device to manage your privacy controls. However, if you disable cookies or other tools, some of the features of the Service may not function correctly. For more information, see <https://www.allaboutcookies.org/> and learn how to disable these tools by opting-out of [third-party Cookies](#) and [mobile device ID practices](#) for targeted advertising.

- **From Third Parties.** We may collect the following types of information from Third Parties: device/internet connection information, internet activity information, and geolocation information.

4. How do we use your information?

We may use the information identified above for certain “business purposes” that are necessary to provide the Website and our services and for certain “commercial purposes,” meaning a use that advances our business interests, such as marketing the Website and the services we offer.

The following are the business and commercial purposes for which we may use your information:

To Secure the Website

We use information gathered on the Website to assist in securing the Website such as by detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and identifying and prosecuting those responsible for those activities.

To Communicate with You

We use information gathered on the Website to personalize communication with you, and to respond to your requests for products, services, and information.

To Improve our Services

Company uses the information we collect from you and other users to improve our product offerings and services. For example, we may consider analytics, demographics, and user feedback collected via the Website in determining whether there is sufficient demand for a new product or service.

To Improve the Website

Company uses the information we collect from you and other users to provide and improve the Website. As explained above, we use cookies, including those placed by Third Parties, to gather statistical information that helps us understand how you and other users engage with the Website and improve its performance.

To Personalize Your User Experience

We use information gathered from cookies to determine whether you are logged in or not, to allow you to set personal preferences when using the Website, and to make it so you don't have to reenter the same information when you visit the Website several times within a short timeframe.

To Advertise to You

We may use information gathered through cookies and web beacons, including those placed by Third Parties, to deliver ads to you via the Website, and after you've left the Website, including advertising specific to your personal interests. The purpose of this practice, which is sometimes called "**Personalized Ads**," "retargeting," or "remarketing" is to deliver content and advertising that is of interest to you, and to avoid displaying irrelevant advertising to you.

You can better learn about such Third-Party data collection and advertising practices, including how to revoke your consent to Personalized Ads, at the following websites:

www.youronlinechoices.com/uk/your-ad-choices

www.networkadvertising.org/choices

www.aboutads.info/choices

In addition, we may use personal information, such as your email address or phone number, to advertise and market our products and services by through email to you, unless or until you have revoked your consent to receive marketing emails.

5. How do we share your information with others?

We may disclose your information with the following third parties for the business and commercial purposes indicated:

Service Providers

We may share your personal information with service providers, as applicable, to operate the Website, communicate with users, and so forth.

To Advertise to Others

We may share your reviews, comments, and other content uploaded by you to advertise and market our Website and the Services. If you want us to stop using the personal data you have provided in these ways, please contact us at info@lavlabel.com.

To Our Affiliated Companies

Affiliated companies are different than Third Parties in that affiliated companies are businesses that are directly related to us and have common ownership with us. We may disclose, transfer, and sell your information to our affiliated companies, in which event, your information shall be treated by the affiliated companies in accordance with this Privacy Policy. Should Company be

subject to an acquisition, merger, sale or other change of control or business entity status, we reserve the right to transfer or assign your information as part of that acquisition, merger or sale.

To Our Third-Party Partners, Including Advertising Partners

We may disclose your personal information as needed to our Third-Party service providers and advertising partners. For example, we may share your email address with our email fulfillment provider.

To Comply with Legal Process and Prevent Harm

We may disclose your information in response to subpoenas, court orders, and other legal processes. In very rare circumstances, we may disclose personal information when we believe it is necessary in order to prevent illegal, fraudulent, or injurious actions that may cause harm to individuals.

6. Do we sell your information to others?

No, we do not sell, rent, or otherwise disclose information that reasonably identifies you. We have not sold consumers' personal information during the past twelve (12) months.

7. How do we secure your information?

Company, and the Third-Party vendors we use to store your information, employ security measures (such as SSL encryption and HTTPS protocol) to protect against the loss, misuse, and alteration of the information under our control.

However, no system can be completely secure. Therefore, although we take steps to secure your information, we cannot promise, and you should not expect, that your personal and commercial information, or other communications, will always remain secure.

8. How long do we keep your information?

Company retains your information for the length of time necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law or valid court order. When we have no ongoing legitimate business need to process your information, we will delete it, or, if this is not possible (for example because your personal information has been stored in backup archives), then we will securely store your information until deletion is possible.

9. We store your personal information in the United States.

Company stores personal information in the United States. If you are visiting the Website from a location outside of the United States, your connection will be through and to servers located in the United States, and all information you provide will be processed and securely maintained in our web servers and internal systems located within the United States. By using the Website, you authorize and specifically consent to the transfer of personal information to the United States and its storage and use as specified above when you provide such information to us.

10. What are your rights when it comes to accessing, correcting, or deleting your information, and how can you exercise them?

You may access all information we've collected and retained about you for purposes of correcting, amending, downloading, or deleting such information. Access can be obtained by contacting us as outlined below.

To protect your privacy and security, we may take reasonable steps to help verify your identity before granting access, making corrections, providing you with information, or deleting information.

Access and Correction

The easiest way to access and correct the personal information we have collected about you is to log into your account or to contact us and info@lavlabel.com.

Right to Request Disclosure

You have the right to request that we disclose the following to you:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting or selling personal information;
- The categories of third parties with whom we share personal information; and
- The specific pieces of personal information we have collected about you.

To request such a disclosure, please contact us.

Right to Request Deletion

You have the right to request that Company delete any personal information about you which we have collected. To make such a request, please contact us.

California Shine the Light Disclosure

Under California's "Shine the Light" law, California residents who provide personal information to the Website may request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us at info@lavlabel.com.

11. How do we protect the privacy of children?

Company will never knowingly collect any personal information about children under the age of 13. If we obtain actual knowledge that we have collected personal information about a child under the age of 13, that information will be immediately deleted from our database. Because we do not collect such information, we have no such information to use or to disclose to Third Parties. We have designed this policy in order to comply with the Children's Online Privacy Protection Act (COPPA).

12. Do we respond to Do Not Track (DNT) Signals?

DNT is a feature offered by some browsers which, when enabled, sends a signal to websites to request that your browsing is not tracked. Company does not currently respond to DNT requests.

13. What about Third-Party practices?

Third Party Cookies and Web Beacons

Advertising agencies, advertising networks, and other companies (together, “**Third Parties**”) who place advertisements on the Website and on the Internet generally may use their own cookies, web beacons, and other technology to collect information about individuals. Except as expressly provided herein, we do not control Third Parties’ use of such technology and we have no responsibility for the use of such technology to gather information about individuals. It is up to you to familiarize yourself with the privacy practices of such Third Parties.

Third Party Links

The Website and email messages we send you may contain hypertext links to the websites of Third Parties. We are not responsible for the privacy practices or the content of such other websites. Linked websites may contain links to websites maintained by Third Parties. Such links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, products or services available on such Third-Party websites. The inclusion of a link to a website does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

14. How will you find out about changes to the Privacy Policy?

Each time you use the Website, the then-current version of this Privacy Policy will apply. Although most changes are likely to be minor, we reserve the right to modify this Privacy Policy by posting such modification on this page; however, if changes are significant, we may provide a more prominent notice or email you. Unless we receive your express consent, any revised Privacy Policy will apply only to information collected after the effective date of such revised Privacy Policy, and not to information collected under any earlier version.

15. Messaging Terms

By providing your cell phone number, you agree to receive recurring automated promotional and personalized marketing text messages (e.g., SMS/MMS cart reminders, sale notices, etc) from Company. These messages include text messages that may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate. You give Company permission to send text messages to the enrolled cell phone number through your wireless phone carrier, unless and until you end permission per these Messaging Terms. Consent to receive automated marketing text messages is not a condition of any purchase.

Company reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. Company also reserves the right to change the short code or phone number from which messages are sent and we will notify you if we do so.

Not all mobile devices or handsets may be supported, and our messages may not be deliverable in all areas. Company, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

By enrolling in the Company messaging program, you agree to these Messaging Terms, our Terms of Service and Privacy Policy.

Cancellation

Text the keyword STOP, STOPALL, END, CANCEL, UNSUBSCRIBE or QUIT to the telephone number, long code, or short code that sends you our initial confirmation message to cancel. After

texting STOP, STOPALL, END, CANCEL, UNSUBSCRIBE or QUIT to the telephone number, long code, or short code that sends you our initial confirmation message you will receive one additional message confirming that your request has been processed. If you change your preferences, it may take up to 48 hours for it to take effect. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, STOPALL, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that Company and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Company through any other programs you have joined until you separately unsubscribe from those programs.

Help or Support

Text the keyword HELP to the telephone number, long code, or short code that sends you our initial confirmation message to receive a text with information on how to unsubscribe.

No Warranty

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE MESSAGING PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT SHALL EITHER COMPANY OR ANY PARTY ACTING ON BEHALF OF COMPANY BE LIABLE FOR: (A) ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AGGREGATE AMOUNT EXCEEDING THE GREATER OF THE AMOUNT YOU PAID TO COMPANY HEREUNDER OR \$100.00; OR (B) ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES. YOU AGREE EVEN IF COMPANY HAS BEEN TOLD OF POSSIBLE DAMAGE OR LOSS ARISING OR RESULTING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE COMPANY MESSAGING PROGRAM. COMPANY AND ITS REPRESENTATIVES ARE NOT LIABLE FOR THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DELAYS OR NON-DELIVERY IN THE TRANSMISSION OF MESSAGES.

Indemnity

To the maximum extent allowed by applicable law, you agree to indemnify, defend and hold harmless Company, its directors, officers, employees, servants, agents, representatives, independent contractors and affiliates from and against any and all claims, damages, liabilities, actions, causes of action, costs, expenses, including reasonable attorneys' fees, judgments or penalties of any kind or nature arising from or in relation to the these Messaging Terms or your receipt of text messages from Company or its service providers.

Dispute Resolution

Any dispute or claim arising out of or in any way related to these Messaging Terms or your receipt of text messages from Company or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a dispute or claim

arises will be resolved by binding arbitration. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO AND GOVERNED BY ARBITRATION.

Notwithstanding subsection (a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Company to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.

Any arbitration between you and Company will be governed by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

No Class Actions

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. You agree that, by agreeing to these Messaging Terms, you and Company are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

Modifications to this Arbitration Provision

Notwithstanding anything to the contrary in these Messaging Terms, if Company makes any future change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Company contact information provided in the "Contact Us" section below, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Company.

Enforceability

If any provision of these Messaging Terms is found to be unenforceable, the applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.

Changes to the Messaging Terms

We reserve the right to change these Messaging Terms or cancel the messaging program at any time. By using and accepting messages from Company after we make changes to the Messaging Terms, you are accepting the Messaging Terms with those changes. Please check these Messaging Terms regularly.

Entire Agreement/Severability

These Messaging Terms and any amendments and additional agreements you may enter into with us in connection herewith, will constitute the entire agreement between you and Company concerning the Messaging Program.

Contact

Please contact us with any inquiries or concerns at info@lavlabel.com or write to us at 203 N. LaSalle St, Suite 2100, Chicago, IL 60601 or 100 Hartsfield Center Pkwy, Suite 500, Atlanta, GA 30354.