

## Consumer Privacy, Texting, and Dispute Resolution Policy

Last updated: November 2024

### **YOUR USE OF THIS WEBPAGE MEANS THAT YOU ARE AGREEING TO ALL FOUR PARTS OF THIS CONSUMER PRIVACY, TEXTING, AND DISPUTE RESOLUTION POLICY (THE “PRIVACY POLICY” OR THIS “AGREEMENT”)**

At SIR Home Improvements (hereinafter, “SIR”, “We,” “Us,” or “Our”), we recognize that earning and retaining your trust is one of the most important things we do as a business. Protecting your privacy is a responsibility we take very seriously.

There are four parts to this Consumer Privacy, Texting, and Dispute Resolution Policy. The first part is an overall discussion to help you understand that SIR only collects, uses, sells, and/or shares the personal data you provide to us on our websites, mobile applications, via email, texting, or telephone calls, and through our service providers and distribution partners. In addition, the first part also includes information on how we safeguard and collect sensitive personal information (if at all), the categories of sensitive personal information to be collected and the purposes for which the categories of sensitive personal information are collected or used, and whether such information is sold or shared. Finally, this Consumer Privacy Policy also contains information on the length of time our company intends to retain each category of personal information, including sensitive personal information.

The second part is a specific discussion of some of these same issues but also explains your rights as a California resident under the California Privacy Protection Act (“CPPA”), which was amended by the California Privacy Rights Act (“CPRA”), and discusses certain additional disclosures and rights.

The third part addresses texting and our texting policies and practices.

**The fourth part is our dispute resolution section, which discusses how disputes that may arise between us are to be handled.**

This Privacy Policy does not address, and we are not responsible for, the privacy, information, or other practices of any third party, including any third-party finance companies, suppliers, website operators, or any third party operating any site to which our websites contain a link. By downloading, accessing, or using our websites or content on our websites, or using any electronic application on a mobile phone, tablet, or similar device (“Device”) to purchase any SIR product or seek third-party financing for any purchase from SIR, or providing information to us in connection with any such transaction or any of our websites, mobile applications or other sites or services, you acknowledge that you have read and understood the terms and conditions of this Privacy Policy.

### **Who We Are**

We have been providing quality home improvement, remodeling, and home services business-related consulting products and services throughout the United States since 1962. Quality matters to us, it is our commitment to provide a better community by helping one family at a time to have a comfortable and efficient home.

- <https://www.sirhome.com/> (together with any other SIR websites) is our flagship website, where we make available SIR’s complete range of products and services directly to consumers.

- At SIR, we also work with industry partners, affiliates, distributors, and suppliers. These are companies that may manufacture, distribute, finance, promote, or install our products and services to consumers, and may also host our internet websites and provide us with information on consumers interested in our products and services. Some of these groups have their own individual websites.

If you provide personal data directly to our industry partners, affiliates, distributors, or suppliers, the terms of their respective privacy policies will apply to such disclosures. You should carefully review the privacy policies of the industry partners, affiliates, distributors, or suppliers prior to providing personal data to such third parties.

## Privacy Policy – Part 1

### Collection of your personal data

In the course of our business, we collect and process personal data in different ways. We may collect personal data you give us directly, but we also collect data from how you interact with our services, for example by using cookies on this website. We may also receive personal data from third parties.

The personal data we collect about you may include, but is not limited to your name, email address, postal address, phone number, billing information, survey responses, and other information you may provide about yourself to our site, your IP address, and web browser software.

You can choose not to provide personal data to us, but in general, some personal data about you is required in order for you to receive relevant offerings from SIR and its partners.

- **Information that you provide to us:** We receive and store any personal data you enter on our websites or give us in any other way. For example, in order to purchase products or services, it may be necessary for you to disclose personal data, including your name, address, email address, phone number, credit card details, and other personally identifying information. If you complete any sort of credit application with a third party to finance a purchase of SIR products and services, we may see that information as well.
- **Information about others:** You may have the opportunity to provide contact information for other people through our websites. You will need to submit that individual's personal data. You must obtain the consent of other individuals prior to providing us with their personal data.
- **Information from Other Sources:** We also may periodically obtain personal data about you that is publicly available, from affiliated entities, business partners, and other independent third-party sources and add it to other information about you. For example, if you visit SIR by "clicking-through" from a site operated by one of our business partners, and you have registered with that partner, then personal data about you that you have provided to that partner may be shared with us, such as contact information and demographic information. As another example, if you access third-party services, such as social media services, through our website or before coming to our website, we may collect information such as your username and other information made available to us through those services. We will work with our existing partners and potential future partners to improve and personalize your use of our website in accordance with the practices outlined in this Privacy Policy.
- **Automatic Information:** We automatically collect certain information from your computer or mobile device when you visit our website or any of our affiliates' web pages that are hosted by us. For example, we collect your IP address, web browser software, and referring website. To help us analyze the usage of our websites and related services, and to send more relevant communications

to you, we also collect and keep track of your online activity on our website, such as content viewed, and pages visited.

### **How we use your personal data**

We use the personal data that we collect about you only for specific purposes. This includes but is not limited to offering SIR products and services to you, managing your access to and use of our website and publishing any reviews, ratings, and photos, communicating with you about your account and experiences with us, or use of our site and services to respond to or follow up on your comments and questions, and otherwise providing customer service, notifying you about changes to our terms or this Privacy Policy, asking you to leave a review or take a survey, operating and improving our site and services, personalizing your experience on our site, measuring interest in and improving our site and services, notifying you about SIR promotions and special offers, to letting you partake in a prize drawing or competition or completing a survey, protect, investigating and deterring against fraudulent, unauthorized or illegal activity, administering and protecting our business, and to resolving disputes or troubleshoot problems.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform a contract to be entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- With your consent.
- Where we need to comply with a legal or regulatory obligation.

### **Marketing**

We may call, text, email, or send you marketing messages with information about SIR deals and product news, offers, and other special promotions that we believe you will find valuable, interesting, or informative.

You will receive marketing messages from us if you have given your consent, if you have requested them, or if you purchased goods or services from us and you have not opted out of receiving marketing messages.

If you are no longer interested in receiving future marketing communications from SIR, you have several choices for opting out, you may unsubscribe at any time by following the directions and link included in each email marketing message we send or by writing to us with your request (our contact information is set forth further below in this Privacy Policy).

Please note that even if you opt out of receiving future marketing communications from SIR, we will continue to contact you regarding your purchases and administrative and service-related information such as warranty servicing and installation scheduling. We reserve the right to send you other non-marketing communications, including service announcements, administrative messages, and surveys without offering you the opportunity to opt out of receiving them.

### **With whom we share your personal data**

We may store the personal data and submissions you make to SIR (your “Content”), share it with our affiliates, distributors, or suppliers, and use it for promotional purposes. SIR may share your personal data with other parties, including service providers who work on our behalf. If we sell or divest our business or

any part of it, and your personal data relates to such sold or divested part of our business, or if we merge with another business, we will share your personal data with the new owner of the business or our merger partner, respectively. If we are legally obliged to do so, we will share personal data to protect our customers, the site, as well as our company, and our rights and property. In any instance in which we share or sell your personal data to a third-party or disclose it to a service provider or contractor for a business purpose, we will enter into an agreement with such third-party, service provider or contractor that: (1) specifies that the personal information is sold or disclosed by us only for limited and specified purposes; (2) obligates the third-party, service provider, or contractor to comply with applicable obligations under the relevant current legislation and obligate those persons to provide the same level or privacy protection as is required by relevant current legislation; (3) grants us the right to take reasonable and appropriate steps to help ensure that the third-party, service provider or contractor uses the personal information transferred in a manner consistent with its obligations under relevant current legislation; (4) requires the third-party, service provider, or contractor to notify us if it makes a determination that it can no longer meet its obligations under this title; and (5) grants us the right, upon notice (including under the previous sentence (4)), to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.

- **Social Media Services.** If you connect to SIR using Facebook, we may show you reviews, photos, and comments that your Facebook friends have posted, shared, saved, or purchased on SIR. Note that, if you have Facebook friends who are using SIR, they may also share personal data about you with us through Facebook. If you wish to prevent that sharing, please review your Facebook privacy settings. You may also be able to choose to access third-party social media websites and services through SIR (such as Facebook and Twitter). When you do so, you are sharing personal data with those sites, and the personal data you share is governed by their privacy policies. You may also be able to modify your privacy settings with these third-party social media websites.
- **Service Providers.** Some of the personal data we collect is shared with service providers (our industry partners, affiliates, distributors, or suppliers) who are directly involved in fulfilling the purchases you have made from us. We only provide our service providers with the necessary information (e.g., your name, address for installation work, your local phone number, your mobile phone number, etc.).
- **Third-Party Vendors.** We may also share your personal data with third-party vendors who provide services or functions on our behalf, including business analytics, payment processing, customer service, marketing, public relations, distribution of surveys or sweepstakes programs, and fraud prevention. We may also authorize third-party vendors to collect personal data on our behalf, including, for example, as necessary to operate features of our websites or to facilitate the delivery of online advertising tailored to your interests. Third-party vendors have access to and may collect personal data only as needed to perform their functions and are not permitted to share or use the personal data for any other purpose. We currently contract with several third-party online partners to help manage and optimize our internet business and communications. We use the services of third-party marketing companies to help us measure the effectiveness of our advertising and how visitors use our website.
- **Referring Websites.** If you were referred to SIR from another website, we may share your registration information, such as your name, email address, mailing address, telephone number, and home remodeling and improvement preferences, about you with that referring website. We have not placed limitations on the referring websites' use of personal data, and we encourage you to review the privacy policies of any website that referred you to SIR.
- **Companies within our Corporate Family.** We may share your personal data within the SIR group of companies. This sharing enables us to provide you with information about SIR products and services that might interest you. To the extent that our corporate affiliates have access to your personal data, they will follow practices that are at least as restrictive as the practices described in this Privacy Policy. They also will comply with applicable laws governing the transmission of

promotional communications and, at a minimum, give you an opportunity in any commercial email they send to choose not to receive such email messages in the future.

We may also share or disclose personal data if we believe, at our sole discretion, this to be necessary:

- to comply with legitimate and enforceable subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we reserve the right to raise or waive any legal objection or right available to us;
- to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of SIR, our users, or others; and in connection with our Terms of Use or other agreements, including with our partners or suppliers;
- following a corporate transaction, such as divestiture, merger, acquisition, consolidation, or asset sale, or in the unlikely event of bankruptcy;
- with law enforcement agencies and other governmental bodies (if we are legally obliged to do so).

We also may share aggregate or anonymous information with third parties, including advertisers and investors. For example, we may tell our advertisers the number of visitors our website receives or the most popular products we sell. This information does not contain any personal data and is used to develop content and services we hope you will find of interest.

### **How long will we retain your personal data?**

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data, and whether we can achieve those purposes through other means, and the applicable legal requirements.

### **Cookies and other web technologies**

We collect personal data via cookies and similar technologies. “Cookies” are pieces of information that are stored by your web browser on your computer’s hard disk, for record-keeping purposes. Cookies contain basic information about your Internet use, but they do not normally identify you personally. Your browser sends these cookies back to us every time you revisit our website, so it can recognize your computer or mobile device and personalize and improve your site experience. For instance, when we use a cookie to identify you, you would not have to log in with a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. The usage of a cookie is in no way linked to any personally identifiable information on our site.

By continuing to use our websites, you consent to our use of cookies. You can find more information about cookies in general, including how to see what cookies are installed on your (mobile) device and how to manage and delete them on [www.allaboutcookies.org](http://www.allaboutcookies.org) and <http://www.youonlinechoices.com/>.

Please note that if you choose to delete SIR cookies, your access to some functionality and areas of our website may be degraded or restricted.

### **How we protect your personal data**

At SIR, we seek to maintain the integrity and security of your personal data. We have implemented and maintain appropriate physical, administrative, technical, and organizational measures to protect the personal data you provide us against unauthorized or unlawful access, use, or disclosure, and against accidental loss, damage, alteration, or destruction.

We seek to store your personal data in secure operating environments that are not accessible to the general public and to have security measures in place at our physical facilities to protect against the loss, misuse, or alteration of your personal data by our employees or third parties.

However, no data transmission over the internet or data storage environment can be guaranteed to be 100% secure, so we cannot give an absolute assurance that the personal data you provide to us will be secure at all times. SIR will rely on you telling us if you experience any unusual events that may indicate a breach in your information security. We will then seek to investigate whether this was related to the data transmissions from or to SIR and let you know what steps can be taken and have been taken to help rectify the problem.

### **External Links**

Our site may include links to third-party sites, plug-ins, and applications. If you access other sites from the links provided on our site, the operators of these sites may be able to collect or share information about you. This information will be used by their privacy policy, which may be different from our Privacy Policy. We do not control these third-party websites and recommend that you review the privacy policies posted on these third-party websites to fully understand their procedures for the collection, use, and disclosure of personal data.

### **Privacy Policy – Part 2**

#### ***California Consumer Privacy Act/California Privacy Rights Act- Privacy Statement (“CCPA/CPRA Statement”)***

This second part of our Privacy Policy supplements the information contained above and applies solely to visitors, users, and others who reside in the State of California. We adopt this notice to comply with privacy laws. Any terms defined in the CCPA/CPRA have the same meaning when used in this notice.

#### ***Your rights under CCPA/CPRA***

As of January 1, 2020, California law permits residents of California to request certain details about how their personal information is shared with third parties or affiliated companies for direct marketing purposes. As of January 1, 2023, California laws will be expanded to allow consumers the right to request that a business delete, correct, or disclose any personal information about consumers that the business has collected directly from consumers.

In the first part of our Privacy Policy, we explained how SIR collects, uses, and seeks to safeguard the personal data you provide to us on our websites, mobile applications, via email, texting, or telephone calls, and through our service providers and distribution partners.

#### ***Understanding Personal Information under CCPA/CPRA***

Pursuant to California’s privacy laws, we want to clarify to you that we collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device. This information is called “personal information” under CCPA/CPRA.

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA’s scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data.
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994.

*How We Collect Personal Information and Sensitive Personal Information*

We obtain certain categories of personal information (listed as A through O, below) from certain sources:

- Directly from our customers. For example, in order to purchase products or services, it is necessary for you to disclose personal data, including your name, address, email address, phone number, credit card details, and other personally identifying information. If you complete any sort of credit application with a third party to finance a purchase of SIR products and services, we may see that information as well.
- Directly and indirectly from activity on our website (<https://www.sirhome.com/>). For example, from submissions through our website portal or website usage details collected automatically.
- From third parties that interact with us in connection with the services we perform. For example, if you visit SIR by “clicking-through” from a site operated by one of our business partners, and you have registered with that partner, then personal data about you that you have provided to that partner may be shared with us, such as contact information and demographic information. As another example, if you access third-party services, such as social media services, through our website or before coming to our website, we may collect information such as your username and other information made available to us through those services. We will work with our existing partners and potential future partners to improve and personalize your use of our website in accordance with the practices outlined in this Privacy Policy.

In particular, here are examples of categories of personal information from consumers, and we have noted which categories we have collected from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this	YES

	category may overlap with other categories and may also be sensitive personal information.	
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation & Precise geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO
L. Access to accounts.	Personal information that reveals a consumer's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account.	NO
M. Personal characteristics.	Personal information that reveals a consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership.	NO



N. Messages.	Personal information that reveals the contents of a consumer’s mail, email, and text messages unless the business is the intended recipient of the communication.	NO
O. Other sensitive personal information	The processing of biometric information for the purpose of uniquely identifying a consumer, personal information collected and analyzed concerning a consumer’s health, and Personal information collected and analyzed concerning a consumer’s sex life or sexual orientation.	NO

*Use of Personal Information under CCPA/CPRA*

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, most commonly this would be to fulfill your interest in, or purchase of, our products and services.
- To provide you with information on our products or services that you request from us.
- To provide you with email alerts, event registrations, and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our website and present its contents to you.
- As necessary or appropriate to protect the rights, property, or safety of us, our clients, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA/CPRA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

*Sharing Personal Information under CCPA/CPRA*

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have shared the following categories of personal information (using the listed A through O categories from above) for a business purpose (also listed above):

- Category A: Identifiers.
- Category B: California Customer Records personal information categories.
- Category C: Protected classification characteristics under California or federal law.
- Category D: Commercial information.

Category E: Internet or other similar network activity.

We disclose your personal information for a business purpose to the following categories of third parties:

- Any of our affiliates.
- Service providers, such as individuals and companies that may manufacture, distribute, finance, and promote, or install our products and services to consumers, and may also host our internet websites and provide us information on consumers interested in our products and services.
- Third parties to whom you authorize us to disclose your personal information in connection with products or services we provide to you.

In the preceding twelve (12) months, we have not sold any personal information. “Sold” means the disclosure of personal information to a third party for monetary or other valuable consideration. We do not consider personal information as “sold” if, as discussed above, it was disclosed for a business purpose to those individuals and companies that were necessary to fulfill your transaction with us, such as to sell or install our products and services to you.

We do not have any actual knowledge that we sell or share personal information of consumers under 16 years of age.

We do not use or disclose sensitive personal information other than that allowed under the CCPA/CPRA.

#### *Your Rights and Choices under CCPA/CPRA*

The CCPA/CPRA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA/CPRA rights and explains how to exercise those rights.

#### *Right to Understand and Receive Your Specific Information*

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 and confirm your verifiable consumer request, 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.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - Sales of personal information, identifying the personal information categories that each category of recipient purchased; and
  - Disclosures of personal information for a business purpose, identifying the personal information categories that each category of recipient obtained.

As of January 1, 2023, you will have the right to request that if we sell or share your personal information or disclose it for a business purpose, we disclose to you the following information upon receipt of a verifiable request from you:

- The categories of personal information that we collected about you.

- The categories of personal information that we sold, shared, or disclosed about you (and if we didn't sell or share or disclose your information) and the categories of third parties to whom we sold or shared it, by category or categories of personal information for each category of third parties to whom the personal information was sold or shared.
- The categories of personal information that we disclosed about you (and if we didn't disclose your personal information) for a business purpose and the categories of persons to whom the information was disclosed for a business purpose.

*Right to Have Us Correct Inaccurate Personal Information*

- As of January 1, 2023, you will have the right to correct inaccurate personal information. If we receive a verifiable consumer request from you to correct inaccurate personal information, we will use commercially reasonable efforts to correct the same, as directed by you.

*Right to Opt-Out of Sales or Sharing of Your Specific Information*

You have the right to request to opt out of our sale or sharing of your personal information with third parties for their direct marketing purposes. This means that, if you opt out, going forward, we will not sell or share your information with such third parties to use for their purposes unless you later consent to do so.

As of January 1, 2023, you will also have the right to opt out of our sharing of your personal information with third parties as well. If you so opt out, we will not share your information with such third parties to use for their purposes unless you later give us consent to do so.

To exercise this right, see the section titled "Exercising Your Rights" below.

*Right to Delete Your Specific Information*

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 and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. 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, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
4. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
5. 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.
6. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
7. Comply with a legal obligation.

8. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

As of January 1, 2023, if we receive a verifiable consumer request from you to delete your personal information, we will delete your personal information from our records and notify any service providers or contractors to delete your information from their records as well. We will also notify all third parties to whom we have sold or shared your personal information to delete your personal information unless this proves impossible or involves a disproportionate effort. To this end, we may keep a confidential record of deletion requests solely for the purpose of preventing personal information that you request to be deleted from being sold, for compliance with laws, or for other purposes solely to the extent permissible under the CCPA/CPRA. We may not be required to comply with your request to delete your personal information if it is reasonably necessary for us, our service providers, or contractors to maintain your personal information in order to:

1. Complete the transaction for which your personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated by you within the context of our ongoing business relationship with you, or otherwise to perform a contract between you and SIR.
2. Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate for those purposes.
3. Debug, identify, and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise that consumer's right of free speech, or exercise another right provided by law.
5. Comply with the California Electronic Communications Privacy Act
6. Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when our deletion of personal information is likely to render impossible or seriously impair the ability to complete such research if you have provided informed consent.
7. To enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us and compatible with the context in which you provided your personal information.
8. Comply with a legal obligation.

#### *Right to Limit Use and Disclosure of Sensitive Personal Information*

You have the right to limit our use of your "sensitive personal information" to that which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests such goods or services. In addition, if we have notified you that we disclose sensitive personal information for purposes other than those that are necessary to perform the services or provide the goods reasonably expected by an average consumer who requests the same, you have a right to limit the use or disclosure of that sensitive personal information. If you request such limitations on the use of your sensitive personal data, we will not use or share your information with third parties to use for their purposes unless you later give us consent to do so.

Sensitive Personal Information means personal information that reveals a consumer's social security, driver's license, state identification card, or passport number, a consumer's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, a consumer's precise geolocation, a consumers racial or ethnic origin, religious or philosophical beliefs, or union membership, the contents of a consumer's mail, email, and text messages unless the business in the intended recipient of the communication, a consumers genetic data. Sensitive Personal Information also means the processing of biometric information

for the purpose of uniquely identifying a consumer's personal information collected and analyzed concerning a consumer's health, personal information collected and analyzed concerning a consumer's sex life or sexual orientation.

### *Exercising Your Rights*

To exercise your rights described above, please submit a verifiable consumer request (which we explain below) to us by either:

- Calling us at (269) 381-8000
- [Completing the online Personal Information Request Form \(hyperlink\)](#)

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

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. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

[statement as to how the opt-out request is processed and whether it applies to the device, browser, consumer account, and/or offline sales, and in what circumstances].

### *Response Timing and Format*

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 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 the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For example, we will not provide social security numbers, driver's license numbers or government-issued identification numbers, financial account numbers, passwords or security questions and answers, or any specific pieces of information if the disclosure presents the possibility of unauthorized access that could result in identity theft or fraud or unreasonable risk to data or systems and network security.

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.

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.

### Non-Discrimination

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

- 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 with 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.

### Changes to Our Privacy Notice

We know that our business will continue to evolve, and, as such, from time to time, this Privacy Policy may be reviewed and revised. SIR reserves the right to change this Privacy Policy by posting the changes on its website. You can determine when this Privacy Policy was last updated by reviewing the *Last Updated* legend stated at the top of this Privacy Policy and any revisions will take effect upon posting. We will notify our customers of material changes to this Privacy Policy by either sending a notice to the email address you provided to us or by placing a notice on our website. We encourage you to check this Privacy Policy from time to time to review the most current version.

### Contact Information

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**SIR HOME IMPROVEMENTS**

Attn: Privacy Officer

[REDACTED]

[REDACTED]

[REDACTED]

You also have the right to lodge a complaint to the supervisory authority about the way we process your personal data. We would, however, appreciate the chance to deal with your concerns before you approach the supervisory authority, so please contact us in the first instance.

If you contact us by phone, the conversations may be recorded. You will be notified of these recordings at the beginning of the call. We use these recordings to improve the quality or compliance of our customer service, verify the accuracy of the information you provide, ensure the prevention of fraud, and train our teams. We keep these recordings for as long as necessary and then erase them. Your personal data collected during a call is processed in accordance with the provisions of this Privacy Policy.

### Texting Policy – Part 3

#### ADDITIONAL TERMS & CONDITIONS AND PRIVACY FOR TEXT MARKETING

SIR is offering a mobile messaging service (the “Service”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the “Agreement”). By opting in to or participating in our Services, you accept and agree to these Terms and Conditions, including, without limitation, Part 4 of this Privacy Policy which is your agreement to resolve any disputes with us through binding, individual-only arbitration. This Agreement is limited to the Service and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

**User Opt-In:** The Service allows Users to receive SMS mobile messages by affirmatively opting into the Service through an online application. By participating in the Service, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”).

**User Opt-Out:** If you do not wish to continue participating in the Service or no longer agree to this Agreement, you agree to reply “STOP”, “END”, “CANCEL”, “UNSUBSCRIBE”, or “QUIT” to any mobile message from Us in order to opt out of the Service. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable and valid methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable or valid means of opting out.

**Duty to Notify and Indemnify:** If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Service, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above before ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms and Conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Services.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**Service Description:** Without limiting the scope of the Service, users that opt into the Service can expect to receive messages concerning the marketing and sale of SIR home improvement and remodeling products, services, and related software products and services.

**Cost and Frequency:** Message and data rates may apply. The Service involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction(s) with Us.

**Support Instructions:** For support regarding the Service, text “HELP” to the number you received messages from or email us at [REDACTED]. Please note contacting Us at this email address is not a reasonable or valid method of opting out of the Service. Opt-outs must be submitted in accordance with the procedures set forth above.

**Our Disclaimer of Warranty:** The Service is offered on an “as-is” basis, may not be available in all areas at all times, and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Service. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control.

**Participant Requirements:** You must have a wireless device of your own, be capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

**Age Restriction:** You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent’s or legal guardian’s permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18), and have your parent’s or legal guardian’s permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction’s applicable law to use and/or engage with the Platform.

**Prohibited Content:** You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITEC” Act); and
- Any other content that is prohibited by applicable law in the jurisdiction from which the message is sent.

**Miscellaneous:** You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and Conditions and perform your obligations hereunder, and nothing contained in this Agreement or the performance of such obligations will place you in breach of any other contract, agreement, or obligation. The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the extent necessary so that this Agreement otherwise will remain in full force, effect, and enforceable. Any new features, changes, updates, or improvements of the Service shall be subject to this Agreement unless explicitly stated otherwise in



writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Service after any such changes, you accept this Agreement, as modified.

**Texting Privacy:** We will only use the information you provide through the Service to transmit your mobile messages and respond to you, if necessary. This includes, but is not limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. WE DO NOT SELL, RENT, LOAN, TRADE, LEASE, OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE SERVICE TO ANY THIRD PARTY. Nonetheless, We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide Us with information in connection with the Service, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If, in Our sole discretion, We believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Service for an ulterior purpose, We may refuse you access to the Service and pursue any appropriate legal remedies.

#### **Dispute Resolution Policy – Part 4**

**NOTICE: BY VISITING AND/OR USING THIS WEBSITE AND SUBMITTING ANY INFORMATION THROUGH OR VIA THIS WEBSITE, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS.**

Going forward, in this Part 4, “We” refers to (i) you, as the visitor to this website and (ii) SIR, together. “I” refers to you, as the visitor to this website.

#### **ARBITRATION OF DISPUTES**

**WE AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES (HEREAFTER REFERRED TO AS A “CLAIM”) ARISING UNDER OR RELATING TO MY USE OF (I) THIS WEB SITE, (II) MY ENTERING OF INFORMATION OR DATA INTO THE FORMS CONTAINED ON THIS WEB SITE, OR (III) ANY REPLACEMENT HOME IMPROVEMENT AGREEMENT BETWEEN ME AND SIR (“OUR AGREEMENT”), INCLUDING BY WAY OF EXAMPLE AND NOT AS A LIMITATION: (I) THE RELATIONSHIPS RESULTING FROM OUR AGREEMENT, CALLS, TEXTS OR EMAILS MADE TO ME OR SENT TO ME AND ANY THE WORK AND TRANSACTIONS ARISING AS A RESULT THEREOF INCLUDING ANY FEDERAL OR STATE STATUTORY OR REGULATORY CLAIMS; (II) THE BREACH OR ALLEGED BREACH OF OUR AGREEMENT; OR (III) THE VALIDITY OF OUR AGREEMENT OR THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION OF DISPUTES PROVISION (“PROVISION”), SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THIS PROVISION.**

**I AGREE THAT I WILL ASSERT A CLAIM ONLY ON BEHALF OF MY OWN SELF AND THAT I WILL NOT ASSERT A CLAIM ON BEHALF OF, OR AS A MEMBER OF, A CLASS OR GROUP IN EITHER AN ARBITRATION PROCEEDING, A PRIVATE ATTORNEY GENERAL ACTION OR IN ANY OTHER FORUM OR ACTION. NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS PROVISION, ONLY A COURT, NOT AN ARBITRATOR, WILL DECIDE CLAIMS ABOUT THE VALIDITY,**

ENFORCEABILITY, COVERAGE, OR SCOPE OF THIS PROVISION OR ANY PART OF THIS PROVISION. HOWEVER, ANY CLAIM THAT CONCERNS THE VALIDITY OR ENFORCEABILITY OF OUR AGREEMENT AS A WHOLE IS FOR THE ARBITRATOR, NOT A COURT, TO DECIDE. IF A COURT DETERMINES THAT THIS PROVISION IS NOT FULLY ENFORCEABLE, THE COURT'S DETERMINATION SHALL BE SUBJECT TO APPEAL. THIS PROVISION DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST SIR BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF CONSUMERS. THIS MEANS THAT SIR WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF ANY CLAIM BROUGHT BY SUCH AN AGENCY.

ANY CLAIM MAY, AT THE OPTION OF EITHER SIR OR MYSELF, BE ADJUDICATED BY FINAL AND BINDING ARBITRATION BY ONE ARBITRATOR IN ACCORDANCE WITH THE CODE OF PROCEDURE OF THE FORUM ("FORUM") IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS MADE. NOTICE OF THE DEMAND FOR ARBITRATION SHALL BE FILED WITH FORUM BY THE PARTY ASSERTING THE CLAIM, AND THE DEMAND SHALL BE COPIED TO THE OTHER PARTY TO OUR AGREEMENT. FURTHER INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF FORUM, WWW.ADRFORUM.COM, OR BY MAIL AT 6465 WAYZATA BLVD., SUITE 480 MINNEAPOLIS, MN 55426 ATTN: CASE COORDINATOR. IF FORUM IS UNABLE OR UNWILLING TO ARBITRATE THE CLAIM, THE PARTIES SHALL UTILIZE JAMS, 620 EIGHTH AVENUE, 34TH FLOOR, NEW YORK, NY 10018, WWW.JAMSADR.COM, (800) 352-5267. IF JAMS IS UNABLE OR UNWILLING TO ARBITRATE THE CLAIM, THEN THE COURT MAY APPOINT AN ARBITRATOR.

THE DEMAND FOR ARBITRATION SHALL BE MADE BY THE PARTY ASSERTING OR COMPELLING THE ARBITRATION WITHIN A REASONABLE TIME AFTER THE CLAIM IN QUESTION HAS ARISEN, AND IN NO EVENT SHALL THE DEMAND BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS. IF A PARTY FILES A LAWSUIT IN COURT ASSERTING CLAIM(S) THAT ARE SUBJECT TO ARBITRATION AND THE OTHER PARTY FILES A MOTION WITH THE COURT TO COMPEL ARBITRATION, WHICH IS GRANTED, IT WILL BE THE RESPONSIBILITY OF THE PARTY ASSERTING THE CLAIM(S) TO COMMENCE THE ARBITRATION PROCEEDING. THE ARBITRATION SHALL BE HELD AND ARBITRATED IN THE COUNTY AND STATE IN WHICH I RESIDED DURING MY WORK WITH SIR.

THE SALE TRANSACTIONS AND FINANCE TRANSACTIONS (IF ANY) UNDER OUR AGREEMENT INVOLVE INTERSTATE COMMERCE AND ARE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). ACCORDINGLY, THIS PROVISION IS GOVERNED BY THE FAA, 9 U.S.C. *SECTIONS 1 ET SEQ.* THE APPOINTED ARBITRATOR MUST BE A LAWYER WITH AT LEAST TEN YEARS OF LEGAL EXPERIENCE. ONCE APPOINTED, THE ARBITRATOR MUST APPLY THE SAME FEDERAL LAW OR THE LAW OF THE STATE IN WHICH THE SERVICES WERE PRIMARILY RENDERED FOR SUBSTANTIVE LAW AND LAW OF REMEDIES AND LEGAL PRINCIPLES, CONSISTENT WITH THE FAA, THAT WOULD APPLY IN COURT BUT MAY USE DIFFERENT PROCEDURAL RULES. PARTICIPATION BY ANY PARTY IN THE ARBITRATION MAY TAKE PLACE BY TELEPHONE. IF THE ARBITRATION FORUM'S RULES CONFLICT WITH THIS PROVISION, THIS PROVISION WILL CONTROL.

ANY CLAIM MAY, AT THE OPTION OF THE PARTY RECEIVING THE DEMAND FOR ARBITRATION (THE PARTY NOT ASSERTING THE CLAIM) BE FIRST SUBMITTED TO A NON-BINDING MEDIATION PROCESS GOVERNED BY THE THEN-APPLICABLE RULES OF MEDIATION ESTABLISHED BY THE ARBITRATION FORUM. THE MEDIATION SHALL BE ELECTED WITHIN SEVEN DAYS OF RECEIPT OF THE DEMAND FOR ARBITRATION AND COMPLETED WITHIN THIRTY DAYS THEREAFTER. THE MEDIATION ITSELF SHALL NOT LAST MORE THAN FOUR HOURS, AND THE COSTS OF THE MEDIATION, OTHER THAN LEGAL FEES, WHICH ARE TO BE BORNE BY EACH PARTY, SHALL BE PAID ENTIRELY BY THE PARTY ELECTING THE MEDIATION.

THE PARTIES SHALL SHARE EQUALLY IN ANY APPLICABLE FILING FEES AND COSTS OF THE ARBITRATION UNLESS I CAN REASONABLY ESTABLISH TO SIR THAT I AM FINANCIALLY BURDENED BY PAYING THE INITIAL CASE OR FILING FEES OF THE ARBITRATION, IN WHICH CASE, SIR SHALL BE RESPONSIBLE FOR THE INITIAL CASE OR FILING FEES. THE FINDINGS OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON ALL PARTIES TO THIS AGREEMENT AND MAY INCLUDE AN AWARD OR REIMBURSEMENT OF FILING FEES THAT HAVE BEEN PAID BY ONE PARTY OR THE OTHER. OTHER THAN AS REQUIRED BY LAW OR AS DETERMINED BY THE ARBITRATOR IN ACCORDANCE WITH APPLICABLE LAW, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN LEGAL FEES.

ANY ARBITRATION PROCEEDING BROUGHT UNDER THIS PROVISION, AND ANY AWARD, FINDING, OR VERDICT OF OR FROM SUCH PROCEEDING SHALL REMAIN CONFIDENTIAL BETWEEN THE PARTIES AND SHALL NOT BE MADE PUBLIC. WE SHALL ALLOW AND PARTICIPATE IN DISCOVERY IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE FOR A LIMITED PERIOD OF NINETY (90) DAYS AFTER THE FILING OF THE ANSWER OR OTHER RESPONSIVE PLEADING. UNRESOLVED DISCOVERY DISPUTES MAY BE BROUGHT TO THE ATTENTION OF, AND MAY BE DISPOSED BY, THE ARBITRATOR. EITHER SIR OR I MAY BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION, IF NECESSARY, TO COMPEL ARBITRATION UNDER THIS PROVISION, TO OBTAIN PRELIMINARY RELIEF IN SUPPORT OF A CLAIM TO BE ADJUDICATED BY ARBITRATION, OR TO ENFORCE AN ARBITRATION AWARD. A JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. IF ANY TERM OR CLAUSE OF THIS PROVISION IS FOUND TO BE UNENFORCEABLE OR IN VIOLATION OF APPLICABLE STATE LAW, WE SHALL TREAT THIS PROVISION AS IF THAT TERM OR CLAUSE DID NOT EXIST, AND THE REMAINDER OF THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT, OTHER THAN AS DISCUSSED PREVIOUSLY IN REGARD TO THE WAIVER OF CLASS OR REPRESENTATIVE ACTIONS BEING APPEALABLE.

NO ARBITRATION PROCEEDING BROUGHT UNDER THIS PROVISION SHALL INCLUDE BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER ANY OTHER PERSON OR ENTITY WHO IS NOT A PARTY TO THIS AGREEMENT UNLESS (I) THE INCLUSION OF SUCH PERSON OR ENTITY IS NECESSARY IF COMPLETE RELIEF IS TO BE AFFORDED AMONG THOSE WHO ARE ALREADY PARTIES TO THE ARBITRATION, AND/OR SUCH OTHER PERSON OR ENTITY IS SUBSTANTIALLY INVOLVED IN A QUESTION OF LAW OR FACT THAT IS COMMON TO THOSE WHO ARE ALREADY PARTIES TO THE ARBITRATION AND THAT WILL ARISE IN SUCH PROCEEDING; AND (II) THE WRITTEN CONSENT OF THE OTHER PERSON OR ENTITY SOUGHT TO BE INCLUDED AND THE WRITTEN CONSENT OF EACH PARTY TO THIS AGREEMENT HAS BEEN OBTAINED FOR SUCH INCLUSION.

WE ARE HEREBY AGREEING TO CHOOSE ARBITRATION, RATHER THAN LITIGATION OR SOME OTHER MEANS OF DISPUTE RESOLUTION TO ADDRESS OUR GRIEVANCES OR ALLEGED GRIEVANCES WITH THE EXPECTATION THAT THIS RESOLUTION PROCESS MAY BE MORE COST-EFFECTIVE AND EXPEDIENT FOR THE PARTIES THAN LITIGATION. BY ENTERING INTO THIS AGREEMENT AND THE ARBITRATION PROVISIONS OF THIS SECTION, BOTH PARTIES ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION, EXCEPT THAT IF THERE IS A SMALL CLAIMS COURT (OR AN EQUIVALENT TYPE OF COURT) LOCATED WITHIN THE COUNTY AND STATE IN WHICH I RESIDE, THEN I MAY, IN ACCORDANCE WITH THE RULES OF THAT SMALL CLAIMS COURT, CHOOSE TO BRING (AND MUST THEN KEEP) MY OWN CLAIM IN THAT SMALL CLAIMS COURT.