

Hartman Independent Company. (“Company,” “we,” or “us”) respects your privacy and is committed to protecting it through this Privacy Policy. This Privacy Policy governs your access to and use of Hartman Independent Company including any content, functionality and services offered on or through hartmannails.com (the “Website”), whether as a guest or a registered user. When accessing the Website, the Company will learn certain information about you, both automatically and through voluntary actions you may take, during your visit. This policy applies to information we collect on the Website and in email, text, or other electronic messages between you and the Website.

The Company is providing you with this privacy policy to explain to you how we use any personal information we collect about you when you use our Website. This Privacy Policy is intended to provide you with information as to: (i) the type of information that is collected, (ii) how collected information is used and with whom it is shared; (ii) how we intend to protect the information; and (iii) how you can access, modify and/or delete such information. Please read the Privacy Policy carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Privacy Policy. If you do not want to agree to the Privacy Policy, you must not access or use the Website.

Opt in or Opt out

If you “opt in” to receive information from us or others, you can change your mind later. If, at any time, you would like to stop receiving such information or opt out of a feature, you may [contact support](#). You should be aware, however, that it is not always possible to completely remove or modify information in our databases and servers, although we will always make reasonable efforts to do so upon your request, and we are unable to have your information removed from the records of any third party who has been provided with your information in accordance with this policy.

What information do we collect about you?

We may collect information about you when you visit and interact with this Site. Some of this information may be automatically collected, and some is collected when you interact with the Site.

Information Automatically Collected

We may use automatic data collection technologies including Google Analytics to collect certain information about your equipment, browsing actions, and patterns. The type of information that may be automatically collected may include date and time of access of the Site, your traffic pattern through our Website, any communications between your computer and our Website, the Internet protocol address of the computer that you are using, the domain and host from which you access the Internet, the type of computer you use, your Internet connection, your

browser software and operating system, and the specific activities you are engaged in while visiting the Site. The information we collect automatically is used for statistical data and will not include personal information. We use this data to improve our Website and our offerings. To the extent that you voluntarily provide personal information to us, our systems will associate the automatically collected information with your personal information.

Information You Provide to Us

We collect information about you when you register with us or place an order for products or services. We also collect information when you voluntarily complete customer surveys, take quizzes or assessments, complete questionnaires or applications, submit your contact information on an opt-in box or contact form, when you fill out forms, when you use search queries on our search feature, when you provide comments or other feedback, and when you open our emails or click links on our Website, in our marketing communications or on social media. Website usage information is collected using cookies. Information from which you can be personally identified may include your name, postal address, email address, telephone number, and credit card number (referred to as “Personal Consumer Information”) and/or any other identifier that permits the physical or online contacting of you in connection with your use of, or participation in any of the following: membership registration at the Website, contests, sweepstakes, promotions, surveys, forums, subscription registrations, content submissions, chats, bulletin boards, discussion groups, requests for suggestions, visitors’ requests for free products or services or additional information (including via email to us) and in connection with other activities, services or resources we make available on any of our Sites. In all these cases, we will collect personal consumer information from you only if you voluntarily submit such information to us. Further, the Company may contact you based on the information you provide online whether in connection with your registration or in such places as the above described forums. Of course, you may choose not to provide certain information to us, but if so, you may not be able to participate in certain of the activities and transactions available at the Website.

Electronic Communication

When you communicate with us electronically, via email, when opting to receive our newsletter or otherwise, you consent to our use of the information you have provided, and you further consent to receive electronic communications from us and our affiliated entities. If you would prefer not to receive such communications, you can opt out of our email lists by either clicking on the “opt out” or “unsubscribe” line at the bottom of any email, or by [contacting support](#).

How will we use the information about you?

We collect information about you to process your orders, send you our newsletters, email you notifications of our new blogs, videos or podcasts, manage your account and, improve our overall performance, if you agree, to provide you with information about our products and services we think may be of interest to you.

Personal information which you supply to us may be used in a number of specific ways, for example:

- to email you our newsletter
- to email you about products or services we are offering for sale
- to email you links to our blog or podcast
- to email you about events we have coming up that you might want to attend
- to share information about other products or services we think you might be interested in
- for fraud prevention
- for audit and debt collection
- for statistical analysis
- for use by our employees, affiliates and referral partners, contractors or outside vendors in any of the above activities

We use your information collected from the Website to personalize your repeat visits to our Website. In processing your order, we may send your details to and also use information from credit card companies, credit reference agencies and fraud prevention agencies. If required by court order or law, we will share your information with law enforcement agencies or courts of law.

Marketing

We would like to send you information about products and services of ours and other companies that we are affiliated with that may be of interest to you. If you have consented to receive marketing, we will use your personal information to do that. You have the right at any time to stop us from contacting you for marketing purposes or giving your information to our other companies or those affiliated with us.

If you no longer wish to be contacted for marketing purposes, [please contact support](#).

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some of your personal information, [please contact support](#). We may make a small charge for this service, just to cover our costs. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

Cookies

We may use “cookies” and/or other technologies or files (collectively, “cookies”) to identify how visitors make use of this Site. Cookies are text files placed on your computer to collect standard

internet log information and visitor behavior information. This information is used to track visitor use of the Website and to compile statistical reports on Website activity. The information may include the date and time of Website visits, the specific pages viewed, time spent at our site and on specific pages, and the websites visited just before and just after our own, as well as your IP address. This tracking information may be used to help us improve and enhance the Website experience for all of our visitors or for you individually. If you would prefer not to have such cookies stored on your computer, you may modify your browser settings to reject most cookies, or manually remove cookies that have been placed on your computer. However, by so rejecting the cookies, you may be unable to fully access the offerings on this Website. You can set your browser to not accept cookies and the above websites tell you how to remove cookies from your browser. However, in a few cases, some of our Website features may not function as a result. The Company reserves the right to use technological equivalents of cookies, including social media pixels. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media Website. The Company reserves the right to use these pixels in compliance with the policies of the various social media sites.

Third-Party Cookies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers (“apps”). These third-parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Other Websites

Our Website contains links to other websites. This privacy policy only applies to this Website so when you use a link on our Website to visit other websites, you should read their privacy policies, which are likely different than ours. Those other websites that are not controlled and/or owned by the Company. Please review the privacy policies of such other websites for information concerning what information is collected on such sites and how it is used.

Shopping

When you seek to shop for products or services on this Website, we may collect information about you to help improve your shopping experience or to make occasional product or service offers for which you may be interested.

Security of Information

The Company uses reasonable standards of confidentiality and security for this Website and for the Personal Consumer Information collected from the site. We also restrict our own employees' access to Personal Consumer Information. However, it is possible that someone may intercept or access communications, transmissions and/or Personal Consumer Information. For site security purposes and to ensure that this service remains available to all users, the Company uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Email is not a secure form of communication. For this reason, please do not send private or confidential information to us via email. If you do so, it is at your own risk. Some of the information you provide on our Website may be transmitted securely via Secure Sockets Layer, or SSL. Credit Card information and other sensitive information is never transmitted via email. You must also seek to protect against unauthorized access to any information that you use in connection with this Website, and you should remember to close the browser once you have completed your activities on the Website or if you have decided to step away from your computer. In the event that we determine that there has been a security breach resulting the unauthorized disclosure of Personal Consumer Information to a third party, we will notify consumers whose Personal Consumer Information has been so disclosed by posting such information on the Website and, if email contact is possible, then we would send an email advising of the status. For site security purposes and to ensure that this service remains available to all users, the Company uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Use and Sharing of Personal Consumer Information

Except as otherwise provided in this policy, we reasonably attempt to ensure that we never intentionally disclose any personal consumer information about you as an individual user to any third party without having received your permission (through opting in or similar procedures) except as provided for in this policy or otherwise as permitted or required under law.

We have the following exceptions to this policy: We will release specific information about you or your account to comply with any valid governmental inquiry or legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites or a physical or property threat to you or others. We may also transfer user information, including personal consumer information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. We may provide access to

your personal consumer information to our contractors, vendors and third-party applications that are performing services for us in connection with our Website or the services or products we offer. In addition, on occasion, we may collect personal consumer information from you in connection with optional contests, special offers or promotions. We will share such information with necessary third parties for the purpose of carrying out the contest, special offer or promotion. Your participation in the contest, special offer or promotion constitutes your consent to such disclosure and use of such information. Further, the information you enter when making a purchase will be shared with payment processors, financial gateways and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions. Please note that if you give out personal information online such as in a forum or message board, that information is not protected, is visible to the public and other visitors of the Site and can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you voluntarily post and we have no control over how such third parties may use your information. You disclose any personal information at your own risk. In addition, you are responsible for the confidentiality of your information and password. You are responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your registration or password.

Sharing of User Content on the Site

When you voluntarily send us emails, questions, stories, photos and/or other User Content, you are authorizing us to use or post these materials on our Website or in social media. Please note that we will not return any materials provided to us.

GDPR Rights

The General Data Protection Regulation (GDPR) takes effect on May 25, 2018. This regulation standardizes data privacy laws across the European Union (EU). If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include:

- Right of Access: Find out what kind of personal information is held about you and get a copy of this information.
- Right of Rectification: Ask for your information to be updated or corrected.
- Right to Data Portability: Receive a copy of the information you've provided under contract so you can provide it to another organization.
- Right to Restrict Use: Ask for your personal information to stop being used in certain cases, including if you believe that the personal information about you is incorrect or the use is unlawful.
- Right to Object: Object to use of your information where a party is processing it on legitimate interest basis, and object to have your personal information deleted.
- Right to Erasure: Request that your personal information be deleted in certain cases.

To the extent that you provided consent to the Company's processing of your personal data, you have the right to withdraw that consent at any time. You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

Changes to our Privacy Policy

We keep our privacy policy under regular review and we will place any updates on this webpage. If we make material changes to the policy, we will notify you by email to the email address specified in your account and/or through a notice on the Website home page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

This privacy policy was last updated on February 6, 2020.

Terms

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Please read these Terms carefully so that you understand the conditions for accessing and using the Site and associated services. We may make changes to these Terms from time to time, so check back frequently. Your continued use of the Site and associated services following any posted changes to the Terms constitutes your consent to them. If you do not agree to the Terms, please do not use our Site.

Privacy Policy

By using this site, you consent to our collection and use of Personal Information as discussed in our Privacy Policy, which is hereby incorporated into these Terms. A copy of the Privacy Policy can be accessed here on this page.

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to prevent or restrict access to any portion of the Site; to use any data mining, robots, or similar automated data gathering and extraction tools to access the Site; to violate or attempt to violate the security of the Site; to interfere with or attempt to interfere with the proper working of the Site; or to collect other users' personal and/or contact information except as expressly permitted on particular sites.

You agree to use this Site only for lawful purposes and in accordance with these Terms. You acknowledge that your use of this site is at our sole discretion, and your license to use the site may be terminated by us at any time. We reserve the right, in our sole discretion, to refuse service to anyone and to block or prevent your future access to and use of this site.

Submission of Content and User Activity

From time to time, we may make available on this Site services or features that allow users to post or upload materials to the Site or to our servers. You understand that all information, communications, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Mariner Software, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available through the site or any associated services. You represent and warrant that you own or otherwise control all the rights to any Content that you upload, transmit or otherwise make available through the site; that use of the Content you provide does not violate the intellectual property rights or any other rights of any third parties, and that use of the Content you provide will not cause injury to any person or entity.

In line with, and without limiting, the foregoing, you specifically agree that you will not:

- Provide any Content that is unlawful (according to local, state, federal or international law) or any Content that advocates illegal activity;
- provide any Content that is defamatory, false or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic, or obscene material;
- provide any content that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, age, gender, sexual orientation, or disability;
- provide any Content that you do not have a right to provide under law or under a contractual or fiduciary relationship;
- provide any Content that contains software viruses or other harmful devices;
- provide links to any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, surveys, contests, or other forms of solicitation, unless on a page that explicitly states that such postings are permitted on that page; or impersonate any other person or entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any information you provide.

Registration; Your Account

Before you can make use of certain services (from the eStore) associated with this Site, you must register on the Site. You agree and warrant that all information you provide to us through this site, including but not limited to any contact information and other registration information for your account, is truthful and accurate. You further agree to inform us promptly of any changes to your contact information during the time in which you are participating in Site activities. By creating an account with us, you consent to receive communications from us electronically via the email address associated with your account, and you agree that communications sent in this manner satisfy any legal requirement that such communications be in writing.

You agree to accept responsibility for all activities that occur under your account. You agree not to disclose your account password to others, and you agree to notify us immediately of any unauthorized use of your account. We are neither responsible for nor liable for any loss or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

Items Offered for Purchase

Hartman will make every attempt to ensure that information on this Site is accurate, complete and current as it relates to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). We apologize for any inconvenience this may cause you. Availability of merchandise or other items offered for sale may vary. We reserve the right, without prior notice, to limit the order quantity or provide a comparable substitute on any product or item offered for sale and/or to refuse service to any customer that we believe would violate any of our business practices, applicable laws or policies. We also may require verification of information prior to the acceptance and/or shipment of any order.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

You agree to indemnify, defend, and hold harmless Mariner Software, its subsidiaries, their agents, distributors, and affiliates, and their officers, directors, and employees, from and against any claims, demands, damages, costs, and expenses, including without limitation reasonable attorney’s fees, arising from or related to your use of the Site and its services, your submission of any Content, or your breach of any provision of these Terms or any warranty hereunder. You agree that all disputes concerning the construction, interpretation, validity, effect, and enforceability of these Terms will be governed by the laws of the State of Pennsylvania without regard to conflicts of laws provisions. You agree that exclusive jurisdiction over any legal action arising out of or in connection with your use of the Site will be in state or federal courts located in or nearest to Washington County, Pennsylvania (except that Hartman may seek injunctive relief anywhere), and by participating in the Site activities you consent to such jurisdiction and venue and consent to resolve any such claims individually and without resort to class action.

Advertising and Links

Hartman may provide, or advertisers may post, links to other internet sites or resources. Because Hartman has no control over such sites and resources, you acknowledge and agree that Hartman is not responsible for the availability of such external sites or resources, and does not endorse

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Your dealings and communications with any advertiser or other third party found on or through the Site are solely between you and that third party. Please carefully review the third party’s policies and practices and make sure you are comfortable with them before you engage in any transaction. Any complaints, concerns, or questions you may have related to materials provided by or dealings with third parties should be forwarded directly to the third party. See the Marketplaces section for information specific to Marketplaces services.