# **Privacy Policy**



#### 1. Contact.

a. This Privacy Policy governs the manner in which SHIP OUR WEDDING® ("SHIP") collects, uses, maintains and discloses information collected from users (each, a "USER") of the https://www.shipour.wedding website ("SITE"). This Privacy Policy applies to the SITE and all products and services offered by SHIP. If indicated, it may apply to affiliated sites as well. For any questions about this Privacy Policy, the practices of this SITE, or USER dealings with SITE, please contact:

Legal Department
Ship Our Wedding®
21312 Hilltop Street
Southfield MI 48033
Main: (844) 744-7699

b. Additional company information can be found at https://www.shipour.wedding/company/. SHIP business activities are primarily in the area of 'do it yourself' event rentals. SHIP additionally conducts business in the area(s) of event production, warehousing and logistics.

## 2. Collection.

- a. SHIP may collect Personal Identifiable Information ("PPI") including but not limited to usernames, passwords, transaction information, user-generated content, and data stored on the SITE. This PII from USER is collected in a variety of ways, including, but not limited to, when a USER registers on the SITE, places an order, submits content, submits a form, follows the company on social media, and in connection with other activities, services, features or resources SHIP makes available on SITE.
- b. USER may be asked to provide, as appropriate, their name, mailing address, email address, phone number, payment information, photos, company name, event details, and other related information or user generated content. USER may, however, visit the SITE anonymously. SHIP will collect PII from USER only if such information is submitted voluntarily. USER can always refuse to supply PII, except that it may prevent them from engaging in certain SITE related activities.

## 3. Copyrighted or Trademarked Material.

a. USER agrees that content submitted to SITE will not contain any third party copyrighted material, or material that is subject to other third party proprietary rights (including rights or privacy or rights of publicity), unless USER has a formal license or permission from the rightful owner, or are otherwise legally entitled, to post the material in question

and to grant SHIP the license referred below in paragraph 8.a.

b. On becoming aware of any potential violations of this Privacy Policy, SHIP reserves the right (but shall have no obligation) to decide whether content complies with the content requirements set out in the Privacy Policy and may remove such content and/or terminate USER access for uploading content which is in violation of the Privacy Policy at any time, without prior notice and at its sole discretion.

## 4. DMCA Copyright Policy.

a. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that electronic material infringes their rights under U.S. copyright law. If USER believes in good faith that materials posted on SITE infringes on USER copyright. USER may send SHIP a "Notification of Claimed Infringement" requesting that the material be removed, or access to it blocked. The notice must include the following information and can be sent as email to

Privacy@ShipOur.Wedding

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed.
- 2. Identification of the copyrighted work alleged to have been infringed (or if

- multiple copyrighted works located on SHIP are covered by a single notification, a representative list of such works).
- 3. Identification of the specific, material alleged to be infringed or the subject of infringing activity, and information reasonably sufficient to allow SHIP to locate the material on SITE.
- 4. USER name, address, telephone number, and email address (if available).
- 5. A statement that USER has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### 5. **Defamatory Content.**

- a. USER shall not upload to or distribute or otherwise publish on SITE any libelous, defamatory, obscene, pornographic, abusive, spam, or otherwise illegal material. USER shall not use SHIP to upload personal & confidential information, incite violence or facilitate any transaction of gifting involving goods and/or services.
- b. USER agrees to be courtesy and will not threaten or verbally abuse others, use defamatory language, deliberately disrupt discussions, or impersonate in a deceptive

#### 6. Reporting Content.

a. SHIP supports the responsible reporting of content that is in breach of this Privacy Policy. To report any alleged activity please send an email to

Privacy@ShipOur.Wedding

## 7. Account Suspension or Termination.

a. If SHIP has determined a breach of the Privacy Policy, SHIP may permanently disable or suspend access a USER account. This suspension or disabling may also be required by law. If USER thinks SHIP has disabled USER account by mistake USER can contact SHIP at Privacy@ShipOur.Wedding.

## 8. License Grant to Use.

a. SHIP needs the legal right to host, publish and share USER content. USER grants SHIP and their legal successors the right to store, parse, and display USER content, and make incidental copies as necessary to render the SITE. This includes the right to do things like copy it to SHIP databases and make backups; show it to SITE visitors; parse it into a search index or otherwise analyze it on SHIP servers; share it with other USERS; and perform it, in case USER content is in a video format. SHIP needs these rights for both public and private repositories, because these rights are necessary for providing service on SITE.

b. This license does not grant SHIP the right to sell USER content or otherwise distribute or use it outside of SHIP provision of the service.

#### 9. Indemnity & Release.

a. USER agrees to indemnify, defend and hold SHIP, it's agents, suppliers, licensees, successors, or assigns, and/or its and their respective officers, directors, employees, contractors and agents (collectively, the 'Indemnified Parties') harmless from and against any and all damages, liability, claims, actions, demands and costs (including, without limitation, reasonable attorneys' fees and costs of settlement) arising out of any breach by USER of this Privacy Policy.

### 10. **Security.**

- a. The SITE uses appropriate data collection, storage and processing practices, and security measures designed to protect against unauthorized access, alteration, disclosure, or destruction of USER PII. Any sensitive and private data exchanged between the SITE and USER is done using an SSL-secured communication channel, encrypted and protected using public key encryption and digital signatures. The SITE is in compliance with PCI security standards, in order to create an environment that is as secure as possible for USER.
- b. The SITE is tested regularly for

vulnerabilities, in order to create an environment that is as secure as possible for USER. SHIP has customer support systems in place, which may include the following:

- Web Form Submissions
- Online Chat Interfaces
- Customer Login
- Customer Service Center

### 11. Sharing.

- a. SHIP may use third party service providers to help operate the business and the SITE, or administer activities on behalf of USER, such as sending out newsletters/surveys/forms, assisting USER with online questions/phone support, SMS, completing orders with services provided by partners/suppliers/affiliate companies, & providing shipping through order fulfillment. SHIP may share USER PPI with these third parties.
- b. USER may find advertising or other content on the SITE that links to the sites and services of partners, suppliers, affiliates, advertisers, sponsors, licensors and other third parties. SHIP does not control the content or links that appear on these sites and is not responsible for the practices employed by websites linked to or from the SHIP SITE. In addition, these sites or services, including their content and links, may change frequently. These sites and services may have their own privacy

policies and customer service policies. Browsing and interacting on any other website, including website which have a link to the SITE, is subject to that website's own terms and policies.

- c. SHIP may share USER PPI to defend the company's rights and properties, or to comply with legitimate law enforcement purposes. USER is advised that ownership transfer or data destruction may occur in the event of a merger, bankruptcy or cessation of operation.
- d. SHIP may contact a USER for various reasons including responding to inquiries, content management, payment processing, notification of errors, or incident. SHIP may contact USER by email, phone, SMS, chat, and newsletters. SHIP will never sell USER PPI to a third party and all data will be kept confidential.

## 12. <u>**Use</u>**.</u>

- a. SHIP may collect and use USER PPI. SHIP may use the USER provided information to provide service. SHIP does not share USER PPI with outside parties except to the extent necessary to provide services.
- b. SHIP may use USER PPI to send USER periodic information, including updates pertaining to an account, content, or an order. USER email addresses may also be used to respond to inquiries, questions, and/or other requests. If a USER decides to opt-in to SHIP's mailing list, USER

will receive emails that may include company news, updates, related product or service information, etc. USER may opt out from receiving mailings from SHIP. USER can unsubscribe by replying and requesting to unsubscribe.

#### 13. **Cookies**.

a. The SITE may use "cookies" to enhance the USER experience. The USER web browser may place cookies on their hard drive for record-keeping purposes and sometimes to track information about USER. USER may choose to set their web browser to refuse cookies, or to provide an alert when cookies are being created. If cookies are blocked, some parts of the SITE may not function properly.

### 14. Children's Policy.

a. Protecting the privacy of the young is especially important. For that reason, SHIP will never collect or maintain information through the SITE from those known to be under the age of 13, and no part of SITE is structured to attract anyone under the age of 13.

## 15. Changes to Privacy Policy.

a. SHIP reserves the right, at its sole discretion, to change, modify, add or remove portions of this Privacy Policy, at any time. USER has a responsibility to check this Privacy Policy periodically for changes. As a USER continues the use of the SITE, following the posting of updates

to Privacy Policy as mentioned below in 16.a, will mean that USER accepts and agrees to these updates. As long as USER complies with this Privacy Policy, SHIP grants the USER a personal, non-exclusive, non-transferable, limited privilege to enter and use the SITE.

## 16. Last Update to Privacy Policy.

a. This Privacy Policy was last updated on Sunday April 11th 2021 16:40:00 PM

Your IP Address has been logged as: 13.58.244.160

PRINT PRIVACY POLICY