

## PRIVACY POLICY

EFFECTIVE DATE: **AUGUST 26, 2022**

Welcome to the website [www.gertie.co](http://www.gertie.co) ("Site") operated by Gertie Enterprises, LLC and (A) PART BOOKS, LLC, a Delaware limited liability company ("Gertie", "we" or "us" or "our"). The terms "you", "your", and "yours" refer to the person using, visiting or accessing the Site. This Privacy Policy ("Privacy Policy") describes the information that we collect, what we do with it, how we protect it and when we disclose it to third parties, as well as your rights to it.

**This Privacy Policy contains a binding arbitration requirement and your waiver of your right to a jury trial for resolution of any dispute with us in Section 30. You may opt out of this binding arbitration by following the procedures in Section 30(e).**

### HOW YOU AGREE TO THIS PRIVACY POLICY

You agree to this Privacy Policy by visiting the Site.

**IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, THEN DO NOT USE, VISIT OR ACCESS THIS SITE.**

### CATEGORIES OF INFORMATION WE COLLECT THROUGH THE SITE

**21. PERSONAL INFORMATION.** We collect information that can be used to identify you personally ("personal information") which may include the following:

- (a) **Basic Information.** We collect basic information such as your name, mailing address, location, company name, telephone number, and email address.
- (b) **Identifying Information.** We may collect information that cannot be used to easily identify you, though it could if paired with other personal information, such as your date of birth, your passport or national ID card, your social security number or other information linking you to an address.
- (c) **Computer Information.** We may collect information about your computer hardware and software, such as the operating system (e.g.: Windows or Apple) and web browser (e.g.: Chrome or Microsoft Internet Explorer) you use to use, visit or access this Site.
- (d) **Browsing Information.** We may collect the following information automatically using cookies and the Site's built-in technology: (a) the IP addresses from which you accessed our Site; (b) the domain name of the internet service you use; (c) the date and time of your visit, which pages on the Site you visit and duration of your page and site visits; (d) the address of the previous website you visited and if you arrive to us from another site's link; (e) browser type, browser version and unique device identifiers and other diagnostic data; (f) if you access the Site through a mobile device, the type of mobile device, your mobile device's unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data. We may also collect information that your browser sends whenever you visit the Site.
- (e) **Social Media Information.** If you register through or otherwise grant us access to a third-party social media service, we may collect social media information that is personal information associated with social media account, such as your name, your email address, your activities or your contact list associated with that account. **If you share information with us through your social media account, you are giving us permission to use, share, and store it in a manner consistent with this Privacy Policy.**
- (f) **Transaction Information.** If you purchase services or goods from us, we will collect the amount and date of your payment, as well as your email address and name.



- (g) **Financial Information.** We do not collect your financial information. We engage a third party payment processor to collect any and all financial information including without limitation credit card information to process all purchase transactions. This information is collected and held subject to the privacy and data security policies and promises of our third party payment processors.

#### HOW WE COLLECT THIS INFORMATION

---

- 31. YOU PROVIDE IT TO US.** We will collect personal information that you voluntarily provide to us when you use this Site. For example, if you sign up with us, sign up to receive updates, participate in polls or surveys, submit information through a form on our site or similar page, or send us any message, we will collect information that you provide to us in such request, submission, or message. We may also collect any message or other material you may post or submit through the Site or to us by email and personal information about you from third parties.
- 32. WHEN YOU SIGN UP FOR COMMUNICATIONS.** When you sign up to receive updates, newsletters or communications from Gertie or join our mailing list on the Site we may ask you for contact information, such as your full name, email address, phone number, website, occupation, social media handle(s), mailing address, as well as information about your interests.
- 33. WHEN YOU ORDER PRODUCTS THROUGH THE SITE.** When you make a purchase or try to make a purchase of product through our Site, we collect information you provide to us, like your name, address, email address and phone number – we call this “**Order Information**”.
- 34. THROUGH COOKIES.**
- (a) **Our Payment Processing Vendor – Square.** Like many operators of websites, we use a third-party provider to handle payments for products and services. We currently use Square. So, when you elect to purchase our products and services, you are redirected to a website that is powered by Square, our third-party processor. At the Square-powered site, the Square privacy practices apply and Square provides the platform, code and payment processing for any of our products you buy advertised on this Site. Square websites have certain features and functions that we do not and cannot control. Please see the [Square Consumer Privacy Policy](#) for information about how your personal information may be collected and handled by Square.
- (b) **Cookies.** Both this Site and the Square-powered payment processing site use tracking software and similar technology that automatically collects information about your computer hardware and software. Below are some of the technologies and techniques that may be used to automatically collect information from or about you:
- **Cookies.** Cookies are bits of electronic information that a website can transfer to a visitor’s hard drive to help tailor and keep records of their visit. Cookies allow website operators to better customize visits to the site to the visitor’s individual preferences. Many commercial web sites use cookies. Although most web browsers automatically accept cookies, you can usually change your browser to prevent or notify you whenever you are sent a cookie. This gives you the chance to decide whether or not to accept it. However, if you set your browser to not accept cookies, you may not be able to access certain features on the Site.
  - **Flash Cookies.** Flash cookies (also called Local Shared Objects or LSOs) are data files similar to cookies, except that they can store more complex data. Flash cookies are used to remember settings, preferences and usage, particularly for video, interactive gaming and other similar services. Please see the [Square Consumer Privacy Policy](#) for information about how your personal information may be collected and handled by Square.
  - **Log Files.** Log files track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
  - **Web Beacons.** Web beacons, tags, and pixels are electronic files used to record information about how you browse the Site.

35. **THROUGH SOCIAL MEDIA AND SHARE LINKS.** When you like or follow us on Facebook, Instagram, LinkedIn, Twitter or other social media sites, we may collect your information. This information may include your name, image, email address, social media handle(s), social media friends and any comments or content you post. We may also collect your information if you sign up for one of our promotions or submit information to us through Facebook, Twitter or another social media site. These links may include the use of so-called “share links.” A share link is a button and/or text link appearing on the Site that launches a sharing mechanism that allows you to post links to, and content from, the Site onto other websites.

#### WHY WE COLLECT AND USE THIS INFORMATION

---

41. **PURPOSE.** Our primary purpose in collecting information is to provide you with products, services, experiences and information that relate to the reasons you signed up with our Site or for our products or services. We may also use information to conduct research and analysis or to improve the Site, our products or services.
42. **FILL YOUR ORDERS.** We use Order Information to fill your orders for products. We also use this Order Information to notify you about our products, services and sales, understand your preferences, improve or expand our products, services and content, improve our Site, improve our payment processes and fulfillment processes and even detect potential fraud.
43. **YOUR EXPERIENCE.** We collect and use your personal information and other information to help us improve your experience on the Site, to enable us to give you convenient access to services and to focus on categories of interest to you. In addition, your personal information helps us notify you about our latest announcements, special offers and sales.
44. **COMMUNICATE WITH YOU.** We collect and use your personal information to communicate with you about Gertie and our activities as well as about issues which you may have expressed an interest. We collect personal information to contact you by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or communications concerning features, services or products you have contracted for, security updates, or your experience with the Site or our products or services.
45. **EXPANSION.** We collect and use your personal information and other information to expand our product and service offerings, content and features.
46. **OPERATE THE SITE.** We collect and use personal information for the operation of the Site and to provide general statistics regarding use of the Site. We collect personal information to manage your account and to manage your registration with the Site, or to provide you with features available as a registered user.
47. **TO MANAGE YOUR REQUESTS.** We collect personal information to manage your requests to us.

#### HOW WE PROTECT YOUR PERSONAL INFORMATION

---

51. **STORAGE.** When we collect information including personal information, we include it in our computerized databases and records of customers and potential customers. We implement and maintain reasonable security measures to protect those records from unauthorized access, acquisition, destruction, use, modification, or disclosure and we require all of our subcontractors and business partners who may handle, process, manage, obtain, transmit or store personal information to do so as well. We use secure servers and encryption and we have security measures in place to protect against loss, misuse and unauthorized access to personal information. While we will use such efforts, we cannot and will not act as insurers of the security of your personal information. **Accordingly, you acknowledge and agree that we will not be liable for any disclosure of data to third parties whether due to errors in transmission, unauthorized third-party access or other acts of third parties, or acts or omissions beyond our reasonable control.**
52. **LIMITED ACCESS.** Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and who are required to keep the information confidential.

**53. NO SALE.** We will not sell any of the personal information about you we collect to any third party.

#### WHEN WE DISCLOSE YOUR PERSONAL INFORMATION

---

- 61. PURPOSES.** We will not disclose your personal information to third parties without your consent, except as described in this Privacy Policy.
- 62. AFFILIATES.** We may share your personal information with our affiliates. Our affiliates include our technology consultants and webmasters, including without limitation our third-party payment processors such as Square, as well as customer service representatives and contractors who we engage or partner with to provide products, services, support and marketing to our customers and potential customers, such as fulfilling orders, delivering packages, sending postal mail and emails, analyzing customer data, providing marketing assistance, processing payments, investigating fraudulent activity, conducting customer surveys and providing customer service.
- 63. GOOGLE ANALYTICS.** We also use Google Analytics to help us understand how our customers use the Site--you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.
- 64. BUSINESS PARTNERS.** We may share your contact information with third parties that have products or services that we believe may be of interest to you.
- 65. DISCLOSURE TO SUCCESSORS.** We may disclose your personal information to any actual or potential successor-in-interest of ours, such as a company that is seeking to acquire us, invest in us, merge with us, or that does acquire us or our business or any part of our business.
- 66. SITE ADMINISTRATORS.** We may disclose your personal information to third-party service providers who help us provide, build or maintain the Site. We require by contract that these third-party service providers implement and maintain reasonable security practices to protect your personal information.
- 67. EMERGENCY.** We may disclose your personal information to prevent an emergency, to protect or enforce our rights, to protect against suspected fraud, to protect or enforce the rights of a third-party or as required or permitted by law (including, without limitation, to comply with a subpoena or court order).
- 68. AGGREGATE INFORMATION.** We may share aggregate information about our customers for educational, research, analytic or benchmarking purposes. When shared in this form, no individual customer is identified.
- 69. RELATED COMPANIES.** We may share your personal information with companies that are related to us (that is, companies that control us, are controlled by us or are under common control with us).
- 610. WITH OTHER USERS.** When you share personal information or otherwise interact in the public areas with other users, that information may be viewed by all users and may be publicly distributed outside the Site. If you access the Site through a third-party social media service, your contacts on that third-party social media service may see your name, profile, pictures and activity information; and other users may be able to view the same personal information.
- 611. LAW ENFORCEMENT.** We may be required to disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).
- 612. OTHER LEGAL REQUIREMENTS.** Gertie may disclose your personal information in the good faith belief that such action is necessary to: (a) comply with a legal obligation; (b) protect and defend the rights or property of Gertie; (c) prevent or investigate possible wrongdoing in connection with the Site; (d) protect the personal safety of users of the Site or the public; or (e) protect against legal liability.

#### HOW LONG WE KEEP YOUR PERSONAL DATA

---

We retain personal information for no longer than necessary to fulfill the purposes for which it was collected and used, as described in this Privacy Policy, unless a longer retention period is required or permitted under applicable

law. As permitted under applicable law, even after you stop using the Site or our products or services, we may still retain your personal information. However, your personal information will only be identified, reviewed, accessed or processed as required or permitted by law or in accordance with this Privacy Policy.

#### ABOUT CHILDREN'S PERSONAL INFORMATION

---

We are not targeting the Site to children, and we do not knowingly collect contact information from children under the age of 13. If you are under the age of 13, please do not email us, contact us, attempt to use the Site, submit information to the Site or ask us to email you.

#### LINKS TO OTHER WEBSITES

---

The Site may contain links to other websites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the privacy policy of every website you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

#### WHO YOU CONTACT

---

You have the following choices with how your information is used:

If you want to...	... then you should:
	<ol style="list-style-type: none"><li>1. all of the incorrect personal information that you wish to change,</li><li>2. the corrected personal information, and</li><li>3. your signature authorizing such changes.</li></ol>

If you have any questions about our privacy or security practices, you can contact us by mail or email:

GERTIE ENTERPRISES, LLC  
150 North Riverside Plaza, Suite 3300  
Chicago, Illinois 60606  
[privacy@gertie.co](mailto:privacy@gertie.co)

If we need, or are required, to contact you concerning any event that involves your personal information, we may do so by email or mail.

#### DISPUTES AND GOVERNING LAW

---

**101. GOVERNING LAW/CONSENT TO JURISDICTION.** Any actions arising out of, or in any manner affecting the interpretation of, this Privacy Policy or the Site, any other service or product, whether under this Privacy Policy or otherwise will be governed by, and construed in accordance with, the laws of the United States and State of

Illinois, excluding (i) conflict of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. If for any reason a Dispute (defined below) proceeds in court rather than in arbitration (as prescribed below), YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF COURTS LOCATED IN CHICAGO, ILLINOIS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE SITE.

**102. DISPUTE RESOLUTION. By using the Site or purchasing our products or services, you hereby agree to the following:**

- (a) **“Dispute”** means any dispute, controversy or claim arising out of, relating to, or in connection with: (A) this Privacy Policy, or the formation, meaning, breach, termination, enforceability or validity thereof; or (B) your use, purchase or access to the Site, any third-party site you access through this Site or to purchase our products or services; or (C) your use, purchase, participation in, or access to, our products or services.
- (b) **Discussions.** Any Dispute will be resolved, to the extent possible, within forty-five (45) days through discussions held in good faith between you and us or your and our appropriate representatives.
- (c) **Mediation.** If the Dispute has not been resolved after the 45-day discussion period, either party may refer the Dispute or claim to the American Arbitration Association under its Commercial Mediation Procedures, for mediation **in CHICAGO, ILLINOIS** or virtually for a period of one hundred twenty (120) days.
- (d) **Mandatory Arbitration.** If the Dispute is not settled by mediation within the 120-day period, litigation of such Dispute will be handled exclusively and entirely through arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Claims will be heard by a single arbitrator. Hearings may be conducted in-person, but they may be held virtually with the prior written consent of both parties to this Privacy Policy. **Any hearings conducted in person will take place in CHICAGO, ILLINOIS.** An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. The arbitration and any proceedings conducted hereunder will be governed by the laws of the State of Illinois, Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958. Each party will bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding any language to the contrary, the parties hereby agree that the arbitrator's decision will be final and nonappealable. The arbitrator's decision may be entered in any court having jurisdiction thereof for enforcement.
- (e) **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this arbitration agreement by sending written notice of your decision to opt out to: [info@gertie.co](mailto:info@gertie.co), within 30 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, your Gertie username (if any), the email address you used to set up your Gertie account (if you have one), and an unequivocal statement that you want to opt out of this arbitration agreement. If you opt out of this arbitration agreement, all other parts of this Privacy Policy will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- (f) **Sole Exceptions to Mediation and Arbitration.** The only exceptions to the previous requirement to arbitrate are that: (a) either party may bring individual claims in small claims court in Chicago, Illinois if they qualify for small claims court in Chicago, Illinois and as long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (b) either party may

bring claims in court in Chicago, Illinois to enjoin infringement or other misuse of intellectual property rights or to enforce the decisions by arbitrator, provided that such suits advance only on an individual (non-class, non-representative) basis.

- (g) **Waive Jury Trial.** If, for any reason, a claim proceeds in court rather than in arbitration you and we each waive any right to a jury trial. YOU AND GERTIE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN AS OTHERWISE PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.

#### HOW AND WHEN THE PRIVACY POLICY IS UPDATED/HOW YOU WILL BE NOTIFIED OF THESE CHANGES

We reserve the right to change, add, subtract, update or amend all or any part of this Privacy Policy at any time without notice to you. We will post any Privacy Policy changes on this page and, if the changes are significant, we will provide a more prominent notice. Each version of this Privacy Policy will be identified at the top by its effective date. All changes will be effective immediately when we provide notice of them.

### NOTICES FOR CALIFORNIA RESIDENTS

**NOTICE TO CALIFORNIA RESIDENTS.** California residents may ask us to describe what categories of personal information we share with affiliated companies or third parties for their direct marketing purposes, and the names of those companies. You may receive a copy of this notice by submitting a written request to us at the addresses listed in the “Who You Contact” section.

**Do Not Track Policy as Required by California Online Privacy Protection Act (“CalOPPA”).** Our Site does not respond to Do Not Track signals. However, some third-party websites do keep track of your browsing activities. If you visit websites that do respond to Do Not Track signals, then you may set your preferences in your web browser to tell those websites that you do not want to be tracked.

### NOTICES FOR CANADIAN RESIDENTS

**NOTICE TO CANADIAN RESIDENTS.** We and our affiliates and our Canadian, US, and other service providers may process and store your personal information in a country outside of Canada, and the governments, courts, or law enforcement of that country may be able to obtain disclosure of personal information through the laws of the foreign country. Under the laws of a foreign country, in certain circumstances, we may be required to provide your personal information in response to a search warrant or other legally valid inquiry or order.

### NOTICE FOR EU RESIDENTS - GDPR PRIVACY

If you are a resident of the European Union, you have the rights in this Section ‘NOTICE FOR EU RESIDENTS – GDPR<sup>1</sup> PRIVACY.’ These rights only apply to residents of the European Union and not to any other user.

<sup>1</sup> “GDPR” means General Data Protection Regulation.

**11. YOUR RIGHTS UNDER THE GDPR.** We respect the confidentiality of your personal information (personal data under GDPR) and your right to exercise your rights under GDPR. You have the right under this Privacy Policy, and by law if you are within the EU, to:

**1.1 Request Access to Your Personal Information.** You are entitled to see, access, update, correct or order us to delete your personal information. You may see and access your personal information and update or correct it or tell us to delete it by contacting us at the contact addresses at the end of this Privacy Policy. You may also receive a copy of the personal information about you in our possession.

**1.2 Correct Personal Information in Our Possession.** You are entitled to tell us to correct any incorrect personal information we have about you.

**1.3 Object to Processing of Your Personal Information.** You are entitled to object to our processing of your personal information. Our right to process your personal information depends on us having a legal basis and a legitimate interest for having and processing that personal information. However, you may object to that interest and the legal basis for our processing of your personal information. You may also object to our processing of your personal information for direct marketing purposes.

**1.4 Deletion of Your Personal Information.** You are entitled to request that we erase or delete your personal information if there is no legitimate reason for us to continue to process it.

**1.5 Request the Transfer of Your Personal Information.** You are entitled to a report on your personal information in our possession that we received to perform a contract with you and automatically from your interaction with our Site or services.

**1.6 Withdraw Your Consent.** You are entitled to withdraw your consent to use, process and hold your personal information. But, if you withdraw your consent, we may not be able

to provide you with access to the Site or our products and services.

**12. TRANSFER OF YOUR PERSONAL INFORMATION.**

Your personal information is processed at our offices and in any other places where the parties involved in the processing are located. So, this personal information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

**13. LEGAL BASIS FOR PROCESSING PERSONAL INFORMATION UNDER GDPR.** We may process personal information under the following conditions:

**3.1 Consent.** You gave your consent to process personal information for one or more specific purposes.

**3.2 Performance of a contract.** Your personal information is necessary for the performance of or preparation for a contract we have with you.

**3.3 Legal obligations.** Processing personal information is necessary for compliance with a legal obligation to which we are subject.

**3.4 Important interests.** Processing personal information is necessary to protect the interests of you or another individual.

**3.5 Public interests.** Processing personal information is related to an activity done in the public interest or in the exercise of official authority vested in the Company.

**3.6 Legitimate interests.** Processing personal information is necessary for the purposes of the legitimate interests pursued by the Company.

We will help clarify a specific legal basis for processing personal information at your request.

**14. HOW TO EXERCISE YOUR GDPR DATA PROTECTION RIGHTS.**

You may exercise any of your GDPR rights by contacting us at the contact information at the end of this Privacy Policy. We



may require you to verify your identify before we respond to any communications or requests. You have the right to complain to a Data Protection Authority about our collection and

use of your personal information. For more information, if You are in the European Economic Area (EEA), please contact Your local data protection authority in the EEA.

## CONTACT INFORMATION

If you have any questions about our privacy or security practices, you can contact us by mail, telephone or email:

GERTIE ENTERPRISES, LLC  
150 North Riverside Plaza, Suite 3300  
Chicago, Illinois 60606  
[privacy@gertie.co](mailto:privacy@gertie.co)