# **BRICKYARD PRIVACY POLICY**

#### MEMBER'S INFORMATION

BRICKYARD collects personal and non-personal information from Member during the registration process. "Personal information" is any information that can be directly matched to a specific person without additional information, including, but not limited to, Member name or email address. "Non-personal information" is any information that BRICKYARD cannot be directly associated with a specific person without the aid of additional information. When Personal information is combined with Non-personal information, the collective information will be treated as Personal information.

Personal Information: Member can visit the BRICKYARD site without providing personal information, but to receive additional detailed information, such as the Membership agreement, you must provide your personal information, including your name and contact information. To become a Member, BRICKYARD requires you to provide personal information, including your name, telephone number, email address, postal address, payment and billing information, and company name (if applicable).

We may retain personal information for an indefinite amount of time to preserve our database and to comply with various federal and state laws.

Weblog Data: When you use the Site, BRICKYARD automatically receives and records certain information from your computer (or other device) and your browser. This may include such data as your IP address and domain name, the date and time of your visit, the URLs from the websites Member visits before and after navigating to the Site, Member's software and hardware attributes (including device IDs), your general geographic location (e.g. your city, state or metropolitan region), and certain cookie information (see below). To obtain such information, we may use web logs or applications that recognize Member's computer or other device and gather information about its online activity.

Cookies: We also use cookies on the Site. Cookies are small files that are stored on a computer or other device by a web browser. A cookie allows the Site to recognize whether the user has visited before and may store user preferences and other information. For example, cookies can be used to collect information about Member's use of the Site during your current session and over time (including the pages you view and the files you download), the computer's operating system and browser type, the Internet service provider, a domain name and IP address, the general geographic location, the website that visited before the Site and the link used to leave the Site. If Member is concerned about having cookies on Member's computer or device, Member may be able to set your browser to refuse all cookies or to indicate when a cookie is being set, allowing you to decide whether to accept it. You can also delete cookies from your computer or device. However, if Member choose to block or delete cookies, certain features of the Site may not operate correctly.

Web beacons: We also may use an application known as a "web beacon" (also known as a "clear gif" or a "web bug"). A web beacon is an electronic file that usually consists of a single-pixel image. It can be embedded in a web page or in an email to transmit information, which could include personal information. For example, it allows an email sender to determine whether a user has opened a particular email. We do not disclose to non-service-provider third parties any personal information that we collect in connection with web beacons. However, other websites that Member may link to through the Site also may use web

beacons, so you should review other website operators' privacy policies to determine the type and extent of tracking devices used, and the information shared.

# USE OF COLLECTED INFORMATION BY BRICKYARD

BRICKYARD uses the information that we collect for limited purposes. We may use Member's personal information in order to respond to Member's questions or requests concerning services offered by BRICKYARD; to fulfill the terms of any agreement you have with us; to fulfill Member's requests for our services or otherwise complete a transaction that Member initiates; to send you information about our services and other topics that are likely to be of interest to Member; to deliver confirmations, account information, notifications, and similar operational communications; to improve user experience and the quality services; to comply with legal and/or regulatory requirements; and to manage our business.

# SHARING OF PERSONAL AND NON-PERSONAL INFORMATION WITH PARTNERS AND THIRD PARTIES

BRICKYARD may share Member's personal or non-personal information with other third parties when necessary to fulfill Member's requests for services; to complete a transaction that Member initiates, including the initial payment for registration and reoccurring membership payments; to meet the terms of any agreement that you have with us or our partners, where applicable; or to manage our business.

BRICKYARD will not share Member's personal and non-personal information with partners or third-parties for the purpose of marketing or advertising

Legal Purposes: We also may use or share Member's personal or non-personal information with third parties when we believe, in our sole discretion, that doing so is necessary:

- To comply with applicable law or a court order, subpoena, or other legal process;
- To investigate, prevent, or take action regarding illegal activities, suspected fraud, violations or our terms and conditions, or situations involving threats to our property or the property of physical safety of any person or third party;
- · To establish, protect, or exercise our legal rights or to defend against legal claims; or
- To facilitate the financing, securitization, insuring, sale, assignment, bankruptcy, or other disposal of all or part of our business or assets.

#### SECURITY

BRICKYARD requires our employees to protect all information collected from Member. Only employees with specific authorization have access to databases containing users' personal information. BRICKYARD uses commercially reasonable physical, electronic, and procedural safeguards to protect your personal information against loss or unauthorized access, use, modification, or deletion. However, no security program is foolproof and thus we cannot guarantee the absolute security of your personal or other information.

The BRICKYARD site is a common workspace. BRICKYARD is not responsible for the security of your information from eavesdropping, visual inspection or other physical intrusions. Please be responsible when using our space and take appropriate measures to safeguard your private information. As described herein, BRICKYARD shall not be liable for the use or dissemination of any proprietary information, intellectual or otherwise confidential information you use or cause to be used in the Space.

LIMITATION OF LIABILITY. IN NO EVENT SHALL BRICKYARD OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT,, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO MEMBER'S USE OR INABILITY TO USE THE SPACE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF BRICKYARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BRICKYARD OR ITS AFFILIATES HAVE LIABILITY TO MEMBER FOR DAMAGES IN EXCESS OF THE AMOUNT MEMBER PAID FOR ACCESS TO AND USE OF THE SPACE IN THE TWO (2) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR EXCLUSION OF CERTAIN DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO MEMBER.

# **INDEMNIFICATION**

Member shall indemnify, defend and hold harmless BRICKYARD and its Affiliates from and against all liabilities, losses, claims, damages and costs (including attorneys' fees) arising out of Member's and its Representatives' and Guests' use and occupancy of the Space (including, without limitation, any damage to the Space, the Buildings or any personal property, intellectual property, furniture or equipment within the Space or the Buildings and any death or bodily injury to a person due to such use) or any negligent act or omission of Member or Member's Representatives or Guests.

### REVIEWING AND UPDATING YOUR INFORMATION

If you want to learn more about the personal information that BRICKYARD has about you, or you would like to update or change that information, please contact us by email at info@thebrickyard.co.

# **POLICY UPDATES**

BRICKYARD will regularly review its data security measures and this Policy from time to time and may make changes to the Site or to its privacy practices. In that case, BRICKYARD may need to revise this Policy to reflect those changes. BRICKYARD will post all such changes on the Site, so we encourage you to review this Policy regularly.

# **QUESTIONS OR COMMENTS**

For more information or questions about our Privacy Policy, please contact us at:

BRICKYARD 44927 George Washington Blvd Suite 265 Ashburn, VA 20147

Or by E-Mail: info@thebrickyard.co

Effective Date: January 25, 2016