

Mullican Flooring, L.P.

PRIVACY POLICY

Welcome to www.mullicanflooring.com, (individually a “**Site**”), websites provided by Mullican Flooring, L.P., a Delaware limited partnership, (“**Mullican**”). Mullican respects your privacy, and this policy covers Mullican’s protection, transfer and use of information collected from you through a Site or other sources in the ordinary course of Mullican’s business.

1. **Acceptance**

You should review this policy carefully, and be sure you understand it, prior to using a Site or otherwise providing any information to Mullican. Your use of a Site, providing any information to Mullican or any other indication of your assent is deemed to be acceptance by you of this policy. If you do not agree to this policy, you should not use, and should immediately terminate your use of, each Site and not otherwise provide any information to Mullican. For purposes of this Section, accessing a Site only to review this policy is not deemed to be use of such Site.

2. **Information**

In this policy:

(a) “**Analytical Information**” means all Non-Personal Information obtained through the use of cookies (or other tracking technologies) and server log files (including, but not limited to, (i) your search terms, (ii) your computer’s access date and time, browser, connection speed, Internet service provider, language, location, manufacturer, visit details, and operating system, and (iii) whether or not you opened e-mail messages and other electronic communications from Mullican, and if you did, the times they were opened);

(b) “**California Information**” means all Personal Information that relates to residents of California and that is covered by the California Consumer Privacy Act or the California Online Privacy Protection Act (collectively, the “**California Laws**”);

(c) “**Collected Information**” means all (i) Personal Information and (ii) Non-Personal Information;

(d) “**Non-Personal Information**” means all information collected by Mullican, whether electronically or manually, through (i) a Site, (ii) e-mail messages and other electronic communications that you may send to Mullican, and (iii) other sources in the ordinary course of Mullican’s business, that is not Personal Information (including, but not limited to, any Analytical Information); and

(e) “**Personal Information**” means all information collected by Mullican, whether electronically or manually, through (i) a Site, (ii) e-mail messages and other electronic communications that you may send to Mullican, and (iii) other sources in the ordinary course of Mullican’s business, that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual (including, but not limited to, name, e-mail address, physical address, phone numbers and human resource data relating to employees of Mullican or individuals applying to Mullican for employment).

3. **Collection**

No Collected Information is obtained from you, unless it is voluntarily provided, except for any Collected Information obtained automatically through a Site as set forth in this policy. Regardless of the method used to obtain Collected Information, Mullican will only collect and retain Personal Information in a manner that is consistent with the purposes for which it is provided and Mullican’s other legitimate business purposes (including, but not limited to, marketing). You are responsible for obtaining any approvals, authorizations, consents, permissions and permits that are required in connection with your providing Mullican with any information (including, but not limited to, any information relating to a third party).

4. **Choice**

You may refuse to provide any information to Mullican at any time by terminating your use of a Site, or in all other cases not involving use of a Site, by notifying Mullican as set forth in Section

20. If you refuse to provide any information when requested to do so by Mullican or a Site, you may not be able to access, or otherwise receive the benefits of, certain products and services from Mullican or features of such Site.

5. **Electronic Communications**

You consent to Mullican sending you e-mail messages and other electronic communications (a) in connection with your use of a Site, (b) in the ordinary course of business, or (c) for any other legitimate business purpose (including, but not limited to, marketing). Since Mullican endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, you can unsubscribe to such e-mail messages or other electronic communications at any time by contacting Mullican as set forth in Section 20 or by following the directions contained in such e-mail messages or other electronic communications. Any request to unsubscribe to e-mail or other electronic communications will likely be effective within 48 hours after your request is received by Mullican.

6. **Analytical Information**

When you access a Site, Mullican will collect Analytical Information. Your browser may provide you with the ability to not accept cookies, as well as the ability to delete already-existing cookies. If you refuse, or delete previously-existing, cookies, you may not be able to receive the benefits of certain features of a Site.

Analytical Information will only be used by Mullican (a) to record your use of a Site, (b) to diagnose problems with a Site, (c) to improve a Site and make it more useful to you and other users, and (d) for other legitimate business purposes of Mullican (including, but not limited to, marketing). Mullican will collect Analytical Information either directly or through third parties acting on its behalf.

7. **Security**

Except as provided in the immediately following sentence, Mullican will use commercially reasonable measures to protect Personal Information from loss and unauthorized access,

alteration, destruction, disclosure and use. Certain Personal Information posted by you on a Site may be accessible to the general public, and Mullican is not responsible for protecting such Personal Information from loss or unauthorized access, alteration, destruction, disclosure or use. For example, if you participate in a public forum on a Site, any information disclosed by you when doing so may be available to the general public. Also, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost or accessed, altered, destroyed, disclosed or used without authorization, even if Mullican uses such measures. In providing information to Mullican, you must assume the risk that Collected Information could be lost or accessed, altered, destroyed, disclosed or used without authorization.

8. **Use**

All Collected Information may be used by Mullican for the purposes for which it was collected, as well as any other legitimate business purpose (including, but not limited to, marketing). If Mullican expressly states in this policy or in another writing that any Collected Information will only be used for a specific purpose, Mullican will only use such Collected Information for such purpose, unless you subsequently consent to its being used for another purpose.

9. **Transfer**

Any Collected Information obtained by Mullican, whether or not for a specific purpose, may be transferred to third parties designated by Mullican (including, but not limited to, any affiliates, distributors, sub-contractors or vendors of Mullican) for any purposes for which Mullican could use such Collected Information. If any Collected Information is so transferred, Mullican will remain responsible for any processing of such Collected Information by the third party to whom or which such Collected Information is transferred.

Mullican may also at any time, in its sole discretion, transfer any Collected Information, whether or not such Collected Information was furnished for a specific purpose, to (a) comply with, or as permitted by, any applicable law or lawful request of a government or public authority for purposes of satisfying, among others, national security and law enforcement requirements, (b)

cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity or infringement of intellectual property rights, (c) protect the rights, property or legitimate business interests of Mullican or a third party, or (d) transfer such Collected Information to a third party acquiring all, or substantially all, of Mullican's assets. If Collected Information is so transferred, Mullican will have no responsibility for any action of the third party to whom or which such Collected Information is transferred.

10. **Third-Party Sites**

A Site may contain links to, or be accessible from, websites provided by third parties (individually a "**Third-Party Site**"). Your use of a Third-Party Site will be subject to its terms of use and other provisions, and you are responsible for complying with such terms and other provisions. This policy does not cover the privacy policies or practices of any Third-Party Site, and Mullican is not responsible for any information you submit to, or otherwise collected by, any Third-Party Site. Mullican is only responsible for Collected Information obtained by it (a) through your authorized use of a Site or (b) from other sources in the ordinary course of its business. You should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

11. **Children**

No Site is intended for children under 13 years of age. However, if a parent or guardian of a child who is under 13 years of age discovers that Personal Information of such child has been submitted to Mullican without the parent's or guardian's consent, Mullican will use commercially reasonable efforts to remove such information from such Site and Mullican's servers at the parent's or guardian's request. To request the removal of such Personal Information, the parent or guardian must contact Mullican as set forth in Section 20, and provide all information requested by Mullican to assist it in identifying the Personal Information to be removed.

12. **Required Actions**

Upon your sending a request to Mullican as set forth in Section 20, to the extent required by any law, Mullican will delete Personal Information from its servers (and servers of third parties acting on behalf of Mullican), grant you access to your Personal Information in the possession of Mullican, and take any other action with respect to Personal Information. If you want Mullican to take any such action, you must contact Mullican as set forth in Section 20.

13. **California Residents**

Mullican does not sell any California Information. Mullican will, to the extent required by the California Laws, disclose, delete or take any other action with respect to any California Information. A resident of California may request (a “California Request”) pursuant to the California Laws, among other things, that Mullican:

(a) Disclose to such resident:

- (i) The categories of California Information relating to such resident that are collected by Mullican;
- (ii) The categories of sources from whom or which California Information relating to such resident is collected by Mullican;
- (iii) The purposes for Mullican’s collecting California Information relating to such resident;
- (iv) The categories of third parties to whom or which Mullican transfers California Information relating to such resident;
- (v) The specific pieces of California Information relating to such resident collected by Mullican; and
- (vi) If California Information is disclosed for a business purpose to a third party, the categories of such California Information relating to such resident that are disclosed for a business purpose, and the categories of third parties to whom or which such California Information are disclosed for a business purpose; and

(b) Except in certain circumstances, delete California Information of such resident.

A California Request (a) can only be made twice in a 12-month period, (b) will require the collection of certain information by Mullican to verify the identity of such resident, and (c) must be submitted to Mullican as set forth in Section 20. Mullican will respond to any such request within 45 days after receiving such information.

The California Laws require certain additional disclosures that can be found at this link: [California Privacy Disclosures](#). Mullican will not discriminate against a resident of California for exercising any right of such resident under the California Laws, except as permitted under the California Laws.

14. **Applicable Law**

This policy shall be governed by, and construed and interpreted in accordance with, (a) in the case of California Information, and solely to the extent required by the California Laws, the California Laws, (b) any other applicable privacy law solely to the extent required by such law, and (c) in all other cases, the laws of the state of Tennessee, without regard to its principles of conflict of laws. If there is any conflict or inconsistency between any provision of this policy and any provision of any applicable law, the latter shall control.

15. **Complaints**

Any complaint by you regarding any Collected Information, or otherwise relating to this policy, must first be submitted to Mullican as set forth in Section 20, and Mullican must be given a reasonable opportunity of not less than 45 days to investigate and respond to your complaint. Upon Mullican's completing such investigation and so responding, Mullican and you must then attempt, in good faith, to promptly resolve any remaining aspects of your complaint. If any aspect of your complaint remains unresolved after an additional reasonable period of time of not less than 45 days, you may commence litigation against Mullican in connection with the unresolved portion of your complaint only in a court located in Carter, Sullivan or Washington Counties, Tennessee, and having subject matter jurisdiction over your complaint. You consent to any such court's being a proper venue for your complaint, and waive any objection thereto based on inconvenience.

16. **Entire Agreement**

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals and understandings, between you and Mullican, with respect to Collected Information. If you use a Site or otherwise have business dealings with Mullican, such use or dealings will be subject to this policy, plus any other written agreement between the parties that is applicable thereto. To the extent there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

17. **Severability**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

18. **Revisions**

Mullican may revise any provision of this policy from time to time by posting the revised provision on each Site so long as such revision does not conflict with any applicable law. Any such revision will take effect immediately upon such posting, and will apply to all Collected Information obtained by Mullican after such posting. It is your responsibility to periodically check this policy on any Site for revisions to this policy. The latest version of this policy will always be the one posted on a Site.

19. **Expenses**

Except as provided in this policy, or any applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with enforcing your rights under this policy.

20. **Contact Information**

If you (a) desire to make a California Request, or (b) have any questions or complaints, desire additional information, or need to notify Mullican of anything, regarding this policy, please promptly contact Mullican using one of the methods set forth below:

- Regular mail to: Mullican Flooring, L.P.
 Attn: Marketing
 P.O. Box 3549
 Johnson City, Tennessee 37604;
- E-mail to: marketing@mullicanflooring.com; or
- Toll-free phone no.: 800-844-6356¹.

Effective Date: June 24, 2020

¹ Toll-free phone number required under California law.