

## PRIVACY POLICY

Effective November 2, 2022

DunnCo Online Auctions LLC (“us” or “we” or “our”) respects the privacy of the visitors to its website, the home page of which is located at [www.DunnCoOnlineAuctions.com](http://www.DunnCoOnlineAuctions.com) (the “Site”). This Privacy Policy is intended to inform you of our policies and practices regarding the collection, use and disclosure of Personal Information and Other Information (each defined below) you submit to us or we otherwise gather through the Site.

This Privacy Policy hereby incorporates by reference all terms, conditions, rules, policies and guidelines on the Site, including the DunnCo Online Auctions LLC Terms and Conditions (“**Terms and Conditions**”), which are available on the Site.

This Privacy Policy is effective as of \_November 2\_, 2022. Your use or continued use of the Site after such time will signify your acceptance of and agreement to this Privacy Policy. We reserve the right to modify the provisions in this Privacy Policy with or without prior notice to you, so please check back often for updates.

This Privacy Policy applies only to users of and visitors to the Site. This Privacy Policy does not apply to any information about companies or organizations that use the Site’s services. The General Data Protection Regulation (GDPR) Addendum at the end of this Privacy Policy is applicable to users of the Site located in the European Union.

### **INFORMATION WE COLLECT**

When you register to be able to bid on items on the Site, you will be asked to provide us some or all of the following information (collectively, “**Personal Information**”):

- Name
- Date of birth
- Mailing address
- Telephone number
- E-mail address
- If applicable, username and password (for account administration)
- Credit or debit card information (number, expiration date, security code) and other payment information, as further described below
- Other non-public information that is associated with the foregoing

We will not collect your Personal Information if you merely visit the Site without registering to bid or otherwise voluntarily providing your Personal Information to us. **WE DO NOT AUTOMATICALLY COLLECT YOUR PERSONAL INFORMATION UNLESS AND UNTIL YOU HAVE SHARED IT WITH US.** By submitting Personal Information through the Site, you agree to the terms of this Privacy Policy and you expressly consent to the processing of and use of your Personal Information according to this Privacy Policy. Your Personal Information may be processed by us in the country where it was collected, as well as other countries (including the United States) where laws regarding processing of and use of Personal Information may be less stringent than the laws in your country.

To the extent we knowingly obtain certain legally protected information such as social security numbers, medical records/ HIPAA protected information, and/or other similar information, whether such information is yours or a third-party’s that was obtained from you, we will not use such information and destroy it immediately (except to the extent that medical records/ HIPAA protected information and/or other similar information is reasonably necessary for us to have in order for us to provide you with the services you request).

We collect technical information that does not personally identify you when you use the Site, or information that has been made anonymous (collectively, your “**Other Information**”), such as:

- **Location data:** In order to deliver certain products or services we may passively collect your location (e.g., GPS coordinates), if made available from your device. Most modern devices such as smartphones will display a permission request when our platform requests this data.

- **Log data:** Our servers automatically record certain information when you use the Site. Examples include your IP address, the type of browser you are using and its settings, the third-party website you visited immediately prior to accessing the Site, the operating system and/or device you are using, the domain name of your Internet service provider, the search terms you use on the Site, the specific Site pages you visit, and the duration of your visits. Although an IP address does not usually identify the visitor personally, it does suggest an individual association in some cases. We may use this information in aggregate to get a better picture of where our visitors come from and how to plan for our future needs. The web server logs may also be used in the course of a fraud investigation or as provided by law.
- **Cookie data:** Like many websites, we may use “cookies” to obtain certain types of information when your web browser accesses the Site. “Cookies” are small text files that we transfer to your computer’s hard drive or your web browser memory to enable our systems to recognize your browser and to provide convenience and other features to you, such as recognizing you as a frequent user of the Site.

We may use “session cookies” (cookies that last until you close your browser) or “persistent cookies” (cookies that last until you or your browser delete them). Examples of the information we collect and analyze from cookies include your activity on the Site, including the URL you come from and go to next (whether this URL is on our site or not). Remember that the cookies that we use do not contain and are not tied to your Personal Information or other personal data.

If you are concerned about the storage and use of cookies, you may be able to direct your Internet browser to notify you and seek approval whenever a cookie is being set to your web browser or hard drive. You may also delete a cookie manually from your hard drive through your Internet browser or other programs. Please note, however, that some parts of the Site may not function properly or be available to you if you refuse to accept a cookie or choose to disable the acceptance of cookies.

When we are contacted, we may collect personal information that is intrinsic to the communication. For example, if we are contacted via email, we will collect the email address used.

## **HOW WE USE YOUR INFORMATION**

The information we request, collect, and process is primarily used to provide users with the product or service they have requested. More specifically, we may use your Personal Information and your Other Information (collectively, “**Your Information**”) for the following purposes:

- to provide the service or product you have requested.
- to facilitate the creation of a User Contract (see our Terms of Service for more information).
- to provide technical or other support to you and to fulfill any other purpose for which you provide Your Information.
- to answer inquiries about our product or services, or to respond to a complaint.
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- to notify you about changes to the Site or any products or services we offer or provide.
- to promote our other programs, products or services which may be of interest to you (unless you have opted out from such communications).
- to allow for debugging, testing and otherwise operate our platforms.
- to conduct data analysis, research and otherwise build and improve our platforms.
- to comply with legal and regulatory obligations.
- for other purposes with your consent, unless you withdraw your consent for these purposes.
- The ‘lawful processing’ grounds on which we will use personal information about our users are (but are not limited to):
  - when a user has given consent.
  - when necessary for the performance of a contract to which the user is party.
  - processing is necessary for compliance with our legal obligations.

- processing is necessary in order to protect the vital interests of our users or of another natural person.
- processing is done in pursuing our legitimate interests, where these interests do not infringe on the rights of our users.

Additionally, we use credit card and other payment processing companies to bill you for goods and services and email marketing companies to send emails from us to opt-in users. We will share your Personal Information with such third-party vendors only to the extent necessary for such third parties to provide these services.

Furthermore, we may use the information we have collected from you to enable us to display advertisements to our advertisers', if any, target audiences. Even though we do not disclose your Personal Information for these purposes without your consent, if you click on or otherwise interact with any advertisement, the advertiser may assume that you meet its target criteria.

### **NOTIFICATION OF CHANGES**

We may update this Privacy Policy from time to time. If we make substantial changes to this Privacy Policy, we will post the updated policy on this page and we will post notice that this Privacy Policy has changed on the Site or in an e-mail to you. Once any changes that we make to this Privacy Policy become effective, your continued use of the Site after such time will signify your acceptance of the new terms.

### **THIS SITE CONTAINS LINKS TO OTHER SITES**

On our Site you will encounter links to third party sellers. These links may be from us, or they may appear as content generated by other users. These linked sites are not under our control and thus we are not responsible for the privacy practices or the content of any other websites to which the Site links or to which link to the Site. By clicking on a link, logo, or other item, or using certain services available on the Site, including the online communication services, please note that you may no longer be on our Site. To check what Internet location you are on, note the URL at the top and/or bottom of your browser. Before providing your Personal Information via any other website or otherwise using any site, we advise you to examine the terms and conditions of that website and its privacy policy.

### **THE WORKROOM**

This area of the Site is for the benefit of users. The private and shared Workroom areas of the Site facilitate communication and the exchange and sharing of information between sellers and bidders once a bid has been accepted. The information contained in private Workrooms shared between sellers and bidders is not used for any purposes other than to facilitate communication and the exchange of information between the parties involved. We reserve the right to monitor communications in the Workroom in order to verify compliance with this Privacy Policy, our Terms and Conditions, international, federal or state laws and/or our other stated policies.

### **PAYMENTS**

Registered users who purchase products or services are required to pay with a credit card, wire transfer, ACH or debit card, Zelle, Cashapp, or Venmo. Consequently, if you create an account or otherwise bid on any product or service listed on the Site, we will collect your credit card number and/or other entered financial institution information such as bank account numbers or App IDs and will use that information to perform the billing operation, including but not limited to the use and disclosure of such credit card number and information to third parties vendors to the extent necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by you through the authentication process.

### **USE LIMITATIONS**

We treat Your Information as confidential and do not disclose it or use it except as permitted by you, as described in this Privacy Policy, or as required by law, subpoena, court order, legal process or warrant. If we are served with a subpoena seeking Personal Information about you, we will use reasonable efforts to notify you of the request prior to disclosure of such Personal Information, so as to allow you the opportunity to oppose the subpoena, if you so choose.

Except as specifically provided herein, we will not provide Your Information to unrelated third parties without your explicit, advance permission. However, we may engage third parties to perform analysis or data processing of our databases that could involve access to Your Information. If we do so, we will ensure that such parties are contractually required to keep the information confidential and not to use it in any way other than as is necessary to perform their work for us.

We will not knowingly sell or otherwise provide Your Information, whether as part of a specific, direct sale or as part of a “batch” sale of information to be used for any reason. We will not knowingly sell or provide Your Information to any person, company, association, or organization who we know or have reason to believe has violated, is violating, or will violate the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act of 2003, the Children’s Online Privacy Protection Act, or any other similar Federal or state law.

### **UNSUBSCRIBE PROCEDURES**

As a user of our services and the Site, you have control over the data that we maintain about you and whether you want us to use that information for the purposes stated in this Privacy Policy. All registered users of our services may at any time opt-out of receiving notices by clicking on the opt-out link we include in any e-mail we may send you or by contacting us by e-mail or U.S. Mail at the addresses provided at the end of this Privacy Policy.

### **SECURITY SAFEGUARDS**

We employ security techniques and well-defined employee practices to ensure that data is protected from unauthorized access and use. We hold our employees, representatives, contractors, and business partners accountable for maintaining the privacy and integrity of our users’ information. We strive to keep all personal information accurate, complete, and up to date. We monitor the effectiveness of our compliance with this Privacy Policy. If you feel that you have experienced a violation of these privacy policies, you should contact us immediately by e-mail or U.S. Mail at the addresses provided at the end of this Privacy Policy.

### **ACCESS TO, UPDATING OR DELETION OF COLLECTED INFORMATION**

You may review Your Information that we have at any time by requesting it from us by sending an e-mail to the e-mail address provided at the end of this Privacy Policy. You may correct factual errors in your personally identifiable information by notifying us e-mail or by written letter sent to the addresses provided at the end of this Privacy Policy. To protect your privacy and security, we will take reasonable steps to verify your identity before granting access or making corrections.

If you want to know what data we hold about you or wish to change data that is inaccurate or out of date, or to withdraw your consent to the use of Your Information, please contact us by e-mail or mail at the addresses provided at the end of this Privacy Policy. It may not always be possible to completely remove or modify information in our databases, but we will make reasonable efforts to do so upon your request. We do not control how our partners retain, store and destroy data they have accessed in connection with assisting with providing our services.

You give us permission to use the information we have told you we use, for the purposes stated herein, according to the options you indicate via the Site and according to the terms of this Privacy Policy. By using the Site, you consent to our sharing Your Information with our partners and affiliates as necessary to perform the services you have requested we perform. You may withdraw consent at any time by sending an e-mail or by sending a letter by mail to us at the addresses provided at the end of this Privacy Policy.

### **POLICY REGARDING CHILDREN’S USE OF THE SITE**

We strongly believe in the importance of protecting the privacy of children. We will not knowingly collect any personally identifiable information from children under thirteen (13) years of age. When you disclose Your Information on or through the Site, you are representing to us that you are at least thirteen (13) years of age.

If a child under thirteen (13) years of age has provided us with personally identifiable information through the Site or our other services, we request that a parent or guardian contact us immediately by e-mail or mail at the addresses provided at the end of this Privacy Policy, and we will delete the child's information from our records.

### **BUSINESS TRANSFERS**

As we continue to develop our business, we may sell our business assets to another person or business. In such transactions, customer information generally is one of the transferred business assets. In the event that we or substantially all of our assets are acquired, customer information may be one of the transferred assets. You may opt-out of any such transfer by notifying us by e-mail or mail at the addresses provided at the end of this Privacy Policy.

### **RETAINING YOUR DATA**

We retain certain information, including transaction, location, device and usage information, for a minimum of seven (7) years in connection with regulatory, tax, insurance and other requirements. Once such information is no longer necessary to provide the Site or our other services, enable customer support, enhance the user experience, or serve other operational purposes, we take steps to prevent access to or use of such information for any purpose other than compliance with these requirements or for purposes of safety, security and fraud prevention and detection.

### **SEVERABILITY**

If any provision in this Privacy Policy shall be deemed invalid, void, or for any reason unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of this Privacy Policy.

### **CHOICE OF LAW, JURISDICTION**

This Privacy Policy and our use of Your Information is governed by the laws of the State of Ohio and of the United States of America without regard to conflict of laws rules. Except as may otherwise be provided in the "Arbitration" section below, you irrevocably consent to the exclusive jurisdiction of the state and federal courts in Columbus, Ohio for purposes of any legal action arising out of or related to the use of the Site or this Privacy Policy.

### **ARBITRATION**

NOTWITHSTANDING ANYTHING IN THIS PRIVACY POLICY TO THE CONTRARY AND TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU AND DUNNCO ONLINE AUCTIONS LLC AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and us and/or our agents, employees, members, officers, directors, principals, successors, assigns, and/or affiliates, arising from or relating to this Privacy Policy and its interpretation or the breach, termination or validity thereof, the relationships which result from this Privacy Policy, including disputes about the validity, scope or enforceability of this arbitration provision, will be settled by binding arbitration in Franklin County, Ohio administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, in effect on the date thereof. Prior to initiating any arbitration, the initiating party will give the other party at least sixty (60) days' advanced written notice of its intent to file for arbitration. We will provide such notice by e-mail to your e-mail address on file with us and you must provide such notice by e-mail at the address provided at the end of this Privacy Policy with "Legal Dispute" appearing in the subject line. During such 60-day notice period, you and we will endeavor to amicably settle any disputes by mutual discussions.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse us for all fees and expenses associated with the arbitration that we have paid, including attorneys' fees.

The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which you and we hereby waive, and the arbitrator will apply applicable law and the provisions of this Privacy Policy. We and you agree that any dispute will be submitted to arbitration on an individual basis only. NEITHER US NOR YOU ARE ENTITLED TO ARBITRATE ANY DISPUTE AS A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO PROCEED ON A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. If any provision of these arbitration provisions is found to be unenforceable, the unenforceable provision(s) will be severed and the remaining arbitration terms will be enforced. Regardless of any statute or law to the contrary, notice on any claim arising from or related to this Privacy Policy and/or our use or other acts or omissions with respect to Your Information must be made within one (1) year after such claim arose or be forever barred. For purposes of this section, this Privacy Policy and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

### **CALIFORNIA RIGHTS**

Under California Civil Code sections 1798.83-.84, California residents who have established a business relationship with us may request from us a notice describing what categories of personal information we share with third parties or affiliates for those third-parties' or corporate affiliates' direct marketing purposes. Such notice will identify the categories of information that we shared and will include a list of the third parties and affiliates with whom the information was shared, including their names and addresses. If you are a California resident and would like a copy of this notice, you must submit a written request to us by mail at 6475 East Main St., Suite 124, Reynoldsburg, Ohio 43068. We will respond within sixty (60) days after the date we receive such request.

### **INTERNATIONAL**

This English-language Policy is our official statement of our privacy practices. In case of any inconsistency between this English-language Policy and its translation into another language, this English-language document prevails.

### **CHANGE**

We may change this Privacy Policy at any time for any reason. Your continued use of the Site after we publish any such changes indicates your acceptance of any changed terms. Please check the Site periodically for changes. In the event that we change this Privacy Policy, we will post a message on the home page of the Site that states that the Policy has been changed and will provide a link to the updated Policy.

### **CONTACT INFORMATION**

You may contact us by e-mail at [info@DunnCoOnlineAuctions.com](mailto:info@DunnCoOnlineAuctions.com). You may contact us by mail at DunnCo Online Auctions LLC, 6475 East Main St., Suite 124, Reynoldsburg, OH 43068.

### **EFFECTIVE DATE**

The foregoing policies are effective as of the date first written above.

### **RESERVATION OF RIGHTS**

All rights not expressly granted herein are reserved by DunnCo Online Auctions LLC.

## GDPR ADDENDUM

### Special Information for European Union (“EU”) Users

Beginning May 25, 2018, the processing of personal data of users in the European Union (“EU”) is subject to the EU’s General Data Protection Regulation (the “GDPR”). If you use the Site in the EU, this section provides information as relates to your rights, and our responsibilities, under the GDPR. Under the GDPR, we are your “controller.” To exercise any of the rights described in this section, please see below or submit your request by e-mail to [info@DunnCoOnlineAuctions.com](mailto:info@DunnCoOnlineAuctions.com). The rights and obligations described under this Addendum are in addition to, and not in lieu of, any other rights or obligations described elsewhere in this Privacy Policy. However, to the extent any other provision of this Privacy Policy conflicts with any provision under this section, then the provision under this Addendum shall control and apply with respect to EU users only.

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this Privacy Policy. If You have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact our data privacy manager by e-mail at [info@DunnCoOnlineAuctions.com](mailto:info@DunnCoOnlineAuctions.com). You have the right to make a complaint at any time to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

### Your Rights

#### Explanation of Your Data

- You have the right to request an explanation of the information that we have about you and how we use that information.

#### Access & Correction

- You have the right to request access to Your data (commonly known as a “data subject access request”). This enables you to receive a copy of Your Information that we hold and to check that we are lawfully processing your data.
- If we have information about you that you believe is inaccurate, you have the right to request correction of Your Information. Please see the section of this Privacy Policy titled “Access to, Updating or Deletion of Collected Information” for more information on correcting, or requesting correction of, Your Information.

#### Deletion & Erasure

- You may request deletion of Your Information at any time. Please see the sections of this Privacy Policy titled “Access to, Updating or Deletion of Collected Information” and “Retaining Your Data” for more information regarding our retention and deletion practices.
- You have the right to be forgotten. This right is also known as the “right to erasure.” It is your right to have Your Information erased or the right to prevent processing in specific circumstances.

#### Portability

- You have the right of data portability. This right allows you to move, copy or transfer Your Information from one place to another in a secure manner without interrupting the integrity and usability of Your Information.

#### Restriction

- You have the right to request restriction of processing of Your Information. This enables you to ask us to suspend the processing of Your Information in the following scenarios:
  - If you want us to establish the data’s accuracy.
  - Where our use of Your Information is unlawful but you do not want us to erase it.
  - Where you need us to hold Your Information for you to establish, exercise or defend legal claims even if we no longer require it.
  - You have objected to our use of Your Information but we need to verify whether we have overriding legitimate grounds to use it.

### Objections and Complaints

- You have the right to object to us processing your personal data, including for marketing purposes based on profiling and/or automated decision making. We may continue to process Your Information notwithstanding the objection to the extent permitted under the GDPR.
- You may also have the right to file a complaint relating to our handling of Your Information with the Autoriteit Persoonsgegevens, the Dutch Data Protection Authority. The Autoriteit Persoonsgegevens' contact information is as follows:

Autoriteit Persoonsgegevens  
Postbus 93374  
2509 AJ DEN HAAG  
(+31) - (0)70 - 888 85 00

To exercise any of the above rights, please contact us. You may also submit questions, comments or complaints to our data privacy manager.

### Grounds for Collection of Your Data

The GDPR requires that companies processing the personal data of EU users do so only with specific legal grounds. We process the information of EU users as set forth elsewhere in this Privacy Policy and based on one or more of the grounds specified under the GDPR, such as:

#### To provide the products, services and features you request:

- We must collect and use certain information in order to provide our products and services to you. This includes Other Information, which is necessary to maintain, optimize and enhance such products and services.

#### To protect the vital interests of our users or of others:

- We may process Your Information, including disclosing data with law enforcement authorities, in case of threats to the safety of users or of others.

#### For our legitimate interests:

- We may process Your Information where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- **“Legitimate interest”** means the interest of conducting and managing our business to enable us to give you the best services and products and the best and most secure experience. This includes collecting and using information:
  - To maintain and enhance our users' safety and security. For example, we may use personal information to prevent use of our products and services by users who have engaged in inappropriate or dangerous behavior, such as by retaining information of banned users to prevent their use of our products and services.
  - To prevent, detect and combat fraud in connection with the use of our products and services. For example, we may use your Other Information to identify and prevent circumstances when users attempt to defraud us, you, or others.
  - To inform law enforcement officials of criminal acts or threats to public safety.
  - To provide customer support.
  - To optimize our products and services and develop new services. This includes, for example, identifying your use habits with respect to our products and services to determine whether you might be interested in other services we may develop.
  - For research and analytical purposes. This includes, for example, analyzing usage trends to improve the user experience and enhance the accessibility and security of our products and services.



For the legitimate interests of other persons or parties:

- We collect and use Your Information to the extent necessary for the interests of other persons or the general public. This includes sharing information in connection with legal or insurance claims to protect the rights and safety of others.
- We may process Your Information when necessary in furtherance of a substantial public interest, on the basis of applicable laws.

To fulfill our legal obligations:

- We are subject to legal requirements in the jurisdictions in which we operate that may require us to collect, process, disclose and retain Your Information. For example, some record keeping laws may require us to keep data for several years.

Consent

- We collect and use Your Information on the basis of your consent.
- **YOU MAY REVOKE YOUR CONSENT AT ANY TIME BY CONTACTING US BY E-MAIL AT [INFO@DUNNCOONLINEAUCTIONS.COM](mailto:INFO@DUNNCOONLINEAUCTIONS.COM).**
- If you revoke your consent, you will not be able to use our products and services or any feature that requires collection or use of Your Information.
- We rely on consent in connection with data collections or uses that are necessary to enhance the user experience, to enable optional services or features, or to communicate with you.
- You have the right to withdraw previously provided consent for us processing of Your Information.