

ONLINE PRIVACY POLICY

COLLECTING AND USING YOUR PERSONAL INFORMATION

As you visit, browse, access or otherwise use the Company's Website or Service or communicate with the Company, you may be asked to disclose certain Personal Information so that the Company can make you aware of the Website and provide you with access to the Service. So that you can reasonably determine whether to disclose your Personal Information to Company via the Website, or Service, the Company is providing you with these guidelines about how the Company collects uses and stores Personal Information. By visiting, accessing, browsing or using the Website, and in some cases becoming Users, you agree to be bound by the terms and conditions of this Online Privacy Policy. This Online Privacy Policy only applies to Personal Information collected on the Website and does not apply to information collected by the Company from you through any other means or to any third party link accessible through the Website. The Online Privacy Policy covers how the Company collects uses stores and shares Personal Information submitted and collected online as of the date upon which this Online Privacy Policy is posted (or as may be amended from time to time and posted on the Website). The Company may change this Online Privacy Policy at any time, for any reason. Any such changes, revisions, alterations or deletions made to this Online Privacy Policy shall become effective immediately upon posting. It is therefore important for you to visit this Online Privacy Policy from time to time.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY DO NOT ACCESS THE COMPANY'S WEBSITE OR USE ITS SERVICE.

All defined terms set forth in the Company's Terms of Use posted on the Company's Website shall have the same meaning in this Online Privacy Policy. The following additional definitions shall apply governing this Privacy Policy.

“Personal Information,” for purposes of this Privacy Policy shall mean data that is unique to an individual, such as a name, address, credit card or debit card number, e-mail address, postal or billing address and telephone number, whether contained in text or electronic messages, or mobile applications downloaded from our Website (if applicable) and providing dedicated non-browser based communications between the Company and you.

“Non-personal Identifiable Information” shall mean any and all information, other than Personal Information, that does not identify a specific individual. Non-personal Identifiable Information may include your equipment, device, operating system or browser used to visit, access, browse or use the Website or Service; a your visiting or browsing or accessing or using activity or actions; summary information respecting our entire user base that may be collected by Company or its third party servers, including information about ads, sponsorships, products, goods or services provided through Third Party Links presented and clicked upon by you; any other information which provides Company with anonymous usage data (including, but not limited to, the number of unique visits, pages visited or navigational preferences); web browser information for facilitating communications between you and Company (including your MAC or IP address); “Cookies” or “Flash Cookies” or “Clear Gifts” technology allowing the Company to

track repeat users and user's usage patterns; Client-side page tagging or Pixel or Beacons tagging activities that allow the Company to make servicing users more efficient, and; content in any form or medium voluntarily submitted to the Company for posting and critique by Company representatives or users. The Company may provide, sell or transfer Non-personal Identifiable Information about user sales, traffic patterns, preferences or any other related Website or Service information to third parties.

Collection and Use of Personal Information

The Company only collects Personal Information voluntarily given to us by you. The Company does not require Visitors to provide it with any Personal Information to access public areas of our website; however, the Company may use or collect a Visitor's IP Address and other diagnostic information to diagnose problems with the Company's server or Website. Subject to the further conditions contained herein,

Subject to the further terms hereof, the Company will not sell, license or otherwise transfer any rights to Personal Information to any third party unless a) expressly authorized by you; or b) such license, sale or other transfer is in connection with the sale, transfer, merger, reorganization, consolidation or other transaction involving all or part of the Company.

Notwithstanding the foregoing, the Company will or may transmit or disclose Personal Information to third parties in the following circumstances:

- a) The Company uses certain third-party contractors or vendors to perform certain services for us, including, but not limited to, webhosting, website maintenance and performance improvement tasks. When any user or visitor subscribes to an Internet Service Provider (ISP) the computing device is assigned an IP Address, which the Company will track and store to manage security and monitor usage volume and patterns.
- b) The Company will disclose Personal Information: 1) if it is required to do so by law or regulation or judicial order; 2) if we receive a validly issued subpoena issued by a court of competent jurisdiction; 3) to defend or enforce the Company's rights under any Agreement between a User and the Company, including but not limited to this Online Privacy Policy or the Terms of Use relating to this Website; or 4) if a you consent to the disclosure.

NOTICE TO CALIFORNIA RESIDENTS

California law gives California residents providing Personal Information to the Company the right to request once per calendar year that the Company provide users with information about how the Company has shared the user's Personal Information with third parties for their direct marketing purposes. To the extent applicable, if at all, such information includes: (a) list and names and addresses of all third parties with whom such Personal Information was shared during the prior calendar year along with a list of the categories of Personal Information shared. To make such a request, please send an email to cathleen@cmcgrathphoto.com and specifically reference "California Privacy Request" in the subject matter line. Your request should include your name, physical address (other than email address) and an email address. The Company will respond you your request within thirty (30) days of the receipt of your request.

The Company DOES NOT SHARE Personal Information with third parties for their marketing purposes and will not do so without prior written consent.

CALIFORNIA “DO NOT TRACK” SETTINGS

Some web browsers have settings that allow users to request that Websites not track a user’s movement within a Website. The Company’s Website DOES NOT obey any such settings when transmitted to, or received (whether detected or not) by the Company’s Website.

SECURITY

We have adopted and adhere to stringent security standards designed to protect non-public Personal Information obtained or stored by the Company is protected from and against accidental or unauthorized access or disclosure. Among the safeguards that the Company has developed for this Website are administrative, physical and technical barriers that together protect the Website from unauthorized access or use. We may from time to time be required to shutdown the entire Website for security maintenance.

The Company uses secure servers for all User information. Users accessing the Company Service must use [an SSL-enabled browser] in order to protect the confidentiality of any Personal Information. Users will be required to create and access an account by means of a unique User ID and Password. The Company will encrypt this Password. Users must abide by the Password and User ID requirements set forth in the Terms of Use at all times.

Notwithstanding the foregoing, users acknowledge that no 100% guarantee can be made regarding the security of any data transmission over the Internet or any wireless network. Users accordingly acknowledge that: (1) there are security and privacy limitations respecting data transmissions over the Internet and in wireless networks; (2) the Company shall have no liability to any user or third party for any loss, disclosure, alteration, modification or misuse of an information transmitted via the Internet or wirelessly; and (3) any information transmitted over the Internet or wirelessly may be subject to viewing or being tampered with by an unauthorized third party.