

# PRIVACY POLICY

## 1. Introduction.

1.1 **Privacy Policy.** We are committed to safeguarding the privacy of our website visitors and respecting their right to data privacy. As such, this Privacy Policy (“**Privacy Policy**”) applies to information we collect or use on our websites, including <https://www.artory-winston.com> (the “**Website**”) and any matters as may be offered through any page or content on or through social media, such as Facebook, Pinterest, Google, Instagram, TikTok, Microsoft and Apple (collectively, the “**Services**”), owned or controlled by Strada, LLC, doing business as Artory/Winston, or its affiliated companies, which are entities that control, are controlled by or are under common control with us (“**Affiliates**”) (collectively, the “**Company**” or “**we**” or “**our**” or “**us**”).

[Privacy Notice for California Residents>](#)

[Privacy Policy for Collection and Processing of Data Collected in the European Economic Area, United Kingdom and Switzerland>](#)

1.2 **Changes to Privacy Policy.** Although most changes are likely to be minor, we may change our Privacy Policy from time to time, and in our sole discretion. We encourage visitors to frequently check this page for any changes to the Privacy Policy. Your continued use of the Services after any change in this Privacy Policy will constitute your acceptance of the changes. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you and for periodically visiting this privacy policy to check for any changes.

1.3 **Terms of Use.** This Privacy Policy and our Terms of Use, which are located at the Website (the “**Terms of Use**”), which is incorporated herein by reference, are an agreement (collectively, this “**Agreement**”) between you (“**You**” or “**your**” or “**you**”), a user of the Services, and us. By using our Website or any of our Services, you acknowledge and agree to this policy, and consent to our use of cookies in accordance with the terms of this Agreement. You also acknowledge and agree that the Terms of Use is an agreement between You and us, and you may become subject to other terms and conditions as a result of using our Services.

1.4 **Privacy Notice for California Residents.** You may find out Privacy Notice for California Residents at the following link: <https://www.artory-winston.com>.

1.5 **Third-Party Links.** The Services may contain third party links to other websites or services, which we do not control or own. Please be aware that we are not responsible for the content or privacy practices of such other third-party websites or services, and your use of such websites or services may be subject to other or different terms and conditions. We encourage our users to be aware when they leave the Services and to read the privacy statements of any other site that collects personal information. When you use the Services or its content, certain third parties may use automatic information collection technologies to collect information about you or your device. These third parties may include:

- Advertisers, ad networks and ad servers;
- Analytics companies;
- Your mobile device manufacturer;
- Your mobile service provider.

These third parties may use tracking technologies to collect information about you when you use the Services. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites, apps and other online services websites. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

## **2. Information We Collect.**

2.1 We may collect, store and use the following kinds of personal information:

- (a) information about your computer and about your visits to and use of the Services including your Internet Protocol (IP) address, geographical location, browser type and version, device characteristics, operating system, language preferences, referral source, and information on action taken on the Website, such as your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, length of visit, page views, website navigation paths and other technology on the devices you use to access this website;
- (b) information that you provide to us when using with the Services including your email address;
- (c) information that you provide or that is collected by and from Facebook, Twitter, Instagram or other social-media properties, whether existing now or in the future, when completing your profile on the Services including your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details, employment details and other personal data or information;
- (d) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters or text message alerts, or participate in one of our online forums or communities including your name, postal address, email address, telephone and/or mobile numbers;
- (e) information that you provide to us when using the Services, or that is generated in the course of the use of those services including the timing, frequency and pattern of service use;
- (f) information relating to any purchases you make of our goods and/or services or any other transactions that you enter into through the Services including your name, address, telephone number, email address, fax number, and credit card details;
- (g) content that you submit to or through the Services or via links to social media networks, forums, instant messaging, chat, blogs, message boards, chat rooms or similar functionality, including audio recordings, software code, videos, photos, images, text, information (including, without limitation, personal information), user comments, and any other content (collectively, "**User Content**")

- (h) information contained in or relating to any communication with us or our third-party service providers for customer support or other communications, including, without limitation, records and copies of correspondence and responses to surveys for research purposes;
- (j) Information from and about the devices you use to access the Services, including attributes such as the operating system, hardware version, device settings, file and software names, types, battery and signal strength, device identifiers, device locations, specific geographic locations (such as GPS, Bluetooth, WiFi signals), connection information such as the name of your mobile operator or ISP, browser type, language, time zone, mobile phone number and IP address.
- (k) In connection with your visit or use of the Services, we may automatically collect information about our users, such as the numbers and frequency of users and their characteristics and information about similar groups of users, certain age groups or users that live in a particular geographical area. This data is only used in the aggregate as a statistical measure and not in a manner that would identify you personally. Aggregate information generally is collected through the use of cookies and beacons;
- (l) When you access or use the Services, or any portion thereof, we may collect physical location information that is sufficiently precise to allow us to locate a specific person or device (“**Location Information**”). We only collect Location Information with your permission (e.g., such as when you agree to provide it to us after you initially access or use the Services). We may use Location Information to provide you with content and services that are relevant to a particular location, such as advertising, search results, and directions;
- (m) The Services may access metadata and other information associated with other files stored on your device. This may include, for example, photographs, audio and video clips, personal contacts and address book information; and
- (n) any other personal information that you choose to send to us.

2.2 We may collect, store and use information obtained by automated means through the Services such as, cookies, web beacons, web server logs, JavaScript and similar technologies, including technologies designed to obtain information regarding your use of the Services:

- (a) “**Cookies**” are alphanumeric identifiers that we transfer to your computer’s hard drive through your Web browser to enable our systems to recognize your browser and tell us how and when pages in the Services are visited and by how many people. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Website. The “Help” portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. We recommend that you leave the cookies activated because cookies allow you to use many features of the Services. For more information please refer to Section 5.2 of the Privacy Policy.

- (b) **“Web Beacons,”** also known as Internet tags, pixel tags, single-pixel GIFS or clear GIFs, link web pages to web servers and their cookies. Web Beacons can be embedded in web pages, videos, or emails, to collect certain types of information from your browser, check whether you have viewed a particular web page or email message, and determine, among other things, the time and date on which you viewed the content, the IP address of your computer, and the Uniform Resource Locator (URL ) of the web page from which the content was viewed. We may use this information to reduce or eliminate messages sent to a user.
- (c) **“Web Server Logs,”** including browser types, Internet service providers (ISPs), referring/exit pages, platform types, date/time stamps, number of clicks, and IP addresses. An IP address is a number that is automatically assigned to your computer whenever you access the Internet, which web servers use to identify where to send the information your computer requests. We may use IP addresses for a number of purposes, such as system administration, to report aggregate information to our business partners, or to audit the use of our Services.
- (d) **“Local Shared Objects,”** sometimes known as Flash cookies, may be used to store your preferences or display content based upon what you have viewed on various websites to personalize your visit.
- (e) **“Ad IDs” and Other In-App Tracking Methods.** There are a variety of tracking technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifiers, or other identifiers such as “Ad IDs” to associate app user activity to a particular app.
- (f) **Google Analytics and DoubleClick.** We use Google Analytics (“**Google Analytics**”), a web analytics service provided by Google Inc. (“**Google**”). Google Analytics uses “cookies.” The information generated by the cookies about your use of the Services (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Services, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this, you may not be able to use the full functionality of the Services. More information about how you can opt-out is in Section 5 (Your Rights) below. By using the Services, you consent to the processing of data about you by Google in the manner and for the purposes set out above. We also use the services like Google DoubleClick in conjunction with Google AdSense on our service. To disable this cookie, visit Google’s webpage on the subject for further instructions: <http://www.google.com/policies/privacy/ads/>.

2.3 In using some features of the Services, you may also be able to submit information about other people. Before you disclose to us the personal information of another person, you must obtain that

person's consent, and you hereby represent that you have obtained such consent from such person, to both the disclosure and the processing of that personal information in accordance with this Privacy Policy.

### **3. How We Use Your Information.**

3.1 Personal information submitted to us through our website will be used for the purposes specified in this Privacy Policy or on the relevant pages of the Services.

3.2 We may use your personal information to:

- (a) To provide, operate, maintain, improve, and promote the Services, and any other information, products or services that you request from us;
- (b) To enable you to access and use the Services, including uploading, downloading, collaborating and sharing content, photos, images, videos and information, with other users or third parties;
- (c) To process, verify, and complete transactions, and send you related information, including purchase confirmations and invoices, to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing, collection and enforcement, and to build a user database;
- (d) To send transactional messages, including responding to your comments, questions, and requests; providing customer service and support; sending you technical notices, updates, security alerts, and support and administrative messages sending statements, invoices and payment reminders to you, and collecting payments from you; and, when we have location information, we use it to tailor our Services for you and others;
- (e) To send promotional communications, such as providing you with information about services, features, newsletters, offers, promotions, contests, events and sending updates;
- (f) To monitor and analyze trends, usage, and activities in connection with the Services and for marketing, advertising, administrative, analytical, research, optimization, and other purposes. For example, we may use statistical analyses of usage data in order to measure interest in the various areas of the Services, for development purposes and to inform advertisers and partners in aggregate and anonymous terms about consumers who click on their advertising or other messages. IP addresses are also used for systems administration and troubleshooting purposes;
- (h) To investigate and prevent fraudulent transactions, unauthorized access to the Services, and other illegal activities;
- (i) To personalize the Service's content, features or advertisements;
- (j) To deal with inquires and complaints made by or about you relating to the Services;
- (k) To verify compliance with the terms and conditions governing the use of the Services; and
- (l) To comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations and our policies.

3.3 If you submit personal information, including User Content, for publication on the Services, we will publish and otherwise use that information in accordance with the license you grant to us, and by submitting such information to us, you hereby grant us a worldwide, revocable, sublicensable and royalty-free license to use such personal information for our business purposes. You shall be solely responsible for your own User Content and the consequences of submitting and publishing your User Content on the Services. You further agree that you will not submit to the Services any User Content or other material that is contrary to this Privacy Policy or contrary to applicable local, national, and international laws and regulations.

#### **4. Disclosing Personal Information.**

4.1. **Service Providers.** We engage service providers to perform functions and provide services to us. We may share your private personal information with such service providers subject to obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

4.2. **Authorized Personnel.** Our employees, agents, consultants, contractors, or other authorized personnel, including those of our contractors, service providers, subsidiaries and affiliates, may have access to user information as necessary in the normal course of our business.

4.3. **Business Transfers.** In some cases, we may choose to buy or sell assets, or have engaged in discussions with a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by us about our Services users is among the assets transferred. In these types of transactions, user information is typically one of the business assets that is transferred. Moreover, if the Services, the Company, or substantially all of its assets, were acquired, liquidated, or dissolved, personal information would be one of the assets that is transferred.

4.4. **Government, Law Enforcement or Third Parties.** We may disclose any information, including, without limitation, Personal Information that we deem necessary, in our sole discretion and without your prior permission, to comply with any applicable law, regulation, legal process or governmental request. We also may exchange information, including, without limitation, Personal Information, with other companies and organizations to protect the rights, property, or safety of the Company and its affiliates, personnel, users, third parties, or others. We reserve the right to disclose a user's Personal Information if we believe, in good faith, that the user is in violation of the Terms of Use, even without a subpoena, warrant or other court order.

#### **5. Your Rights.**

5.1 We will provide you with an opportunity to exercise certain controls and choices regarding our collection, use and sharing of your information through Opt-out options.

5.2 In accordance with local law, your controls and choices may include:

- a) You may correct, update and delete your account information, as described below;
- b) You may change your choices for subscriptions and newsletters;
- c) You may choose whether or not to receive offers from us;
- d) You may choose whether you received targeted advertising from us or our partners.

5.3 **Opt-out.** We have created the following mechanisms to provide you with control over certain uses and disclosures of your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's [website](#). If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Location Information.** You can choose whether or not to allow the Services to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some parts of the Services may then be inaccessible or not function properly.
- **Promotion by the Company.** If you do not wish to have your email address or contact information used by the Company to promote our own or third parties' products or services, you can opt-out by following the unsubscribe instructions provided in the e-mail you receive or contacting us directly at [staff@artory-winston.com](mailto:staff@artory-winston.com). If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Disclosure of Your Information for Third-Party Advertising and Marketing.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for advertising and marketing purposes, you can opt-out by following the unsubscribe instructions provided in the e-mail you receive or contacting us directly at [staff@artory-winston.com](mailto:staff@artory-winston.com). You can also always opt-out by logging into the Services and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to [staff@artory-winston.com](mailto:staff@artory-winston.com).
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by following the unsubscribe instructions provided in the e-mail you receive or contacting us directly at [staff@artory-winston.com](mailto:staff@artory-winston.com). You can also always adjust your user advertising preferences in your account profile by checking or unchecking the relevant boxes or by providing us notice at [staff@artory-winston.com](mailto:staff@artory-winston.com).

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (the "NAI") by visiting <http://www.networkadvertising.org/index.asp>.

#### 5.4 **Accessing and Correcting Your Information**

If you have an account, you can help ensure that your contact information and preferences are accurate, complete, and up to date by logging into your account or by emailing us at [staff@artory-winston.com](mailto:staff@artory-winston.com). For other personal information we hold, we will provide you with access for any purpose including requesting that we correct the data if it is inaccurate or delete the data if we are not required to retain it by law or for legitimate business purposes. We may request certain personal information for the

purposes of verifying the identity of the individual seeking access to his/her personal information records. We may decline to process requests that are frivolous/vexatious, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. If you delete your User Content from the Services, copies of your User Content may remain viewable in cached and archived pages, or might have been copied or stored by other Services users. Proper access and use of information provided on the Services, including User Content, is governed by our terms of use <https://www.artory-winston.com>.

## **6. Retaining personal information**

6.1 This Section sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

6.2 Personal information that we process for any purpose or purposes may be maintained.

6.3 Notwithstanding the other provisions of this Section, we will retain documents (including electronic documents) containing personal data:

- (a) to the extent that we are required to do so by law;
- (b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

## **7. SMS/MMS Mobile Messaging Marketing Website**

We respect your privacy. We will only use information you provide through the Website to transmit your mobile messages and respond to you, if necessary. This includes, but is not limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. WE DO NOT SELL, RENT, LOAN, TRADE, LEASE, OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE PROGRAM TO ANY THIRD PARTY. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide Us information in connection with the Website, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If, in Our sole discretion, We believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Website for an ulterior purpose, We may refuse you access to the Website and pursue any appropriate legal remedies.

California Civil Code Section 1798.83 (California's "Shine the Light" Law) permits Users of the Website that are California residents to request certain information regarding our disclosure of the information you provide through the Website to third parties for their direct marketing purposes. To make such a request, please contact us at the following address:

126 East 56th Street, 24th floor, New York, New York 10022



This Privacy Policy is strictly limited to the Website and has no effect on any other privacy policy(ies) that may govern the relationship between you and us in other contexts.

## **8. Security of Personal Information**

8.1 We will take reasonable administrative, technical, organizational and physical precautions to safeguard against the loss, misuse or alteration of your personal information. These safeguards vary based on the sensitivity of the information that we collect and store. For example, when processing sensitive personal data (such as data about ethnic or racial origin, political opinions/union membership, data concerning health, sex life or sexual orientation, genetic data, or biometric data) or data that reveals sensitive personal data, especially when using data profiling extra safeguards will be added.

8.2 We will store all the personal information you provide on our secure password- and firewall-protected servers.

8.3 We will notify consumers and regulatory authorities in case of breach without undue delay.

8.4 You acknowledge that the transmission of information over the internet is inherently insecure, and any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide. Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that information will never be disclosed, altered or destroyed in a manner that is inconsistent with this Privacy Policy.

8.5 You acknowledge that the safety and security of your information also depends on you. You are responsible for keeping the password you use for accessing the Services confidential; we will not ask you for your password (except when you log in to our Services).

## **9. Users from Other Jurisdictions**

9.1 The Services is controlled and operated by us from United States. If you choose to use the Services or provide information to us, please note that we may transfer your information, including personal information, in and to the United States and process it there, and by your use of the Services you approve and consent to such transfer and processing, subject to our policy, if applicable to you or your personal information, for Personal Data Collected in the EEA, United Kingdom, or Switzerland located at <https://www.artory-winston.com>.

9.2 We do not represent or warrant that the Services, or any portion thereof, are appropriate, lawful, or available for use in any particular jurisdiction.

9.3 Those who choose to access the Services do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, and are subject to United States export controls in connection with your use of the Services and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports.

9.4 We may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

9.5 Personal information that you publish on the Services or submit for publication on our Website may be available, via the Internet, around the world. We cannot prevent the use or misuse of such information by others.

9.6 You expressly agree to the transfers of personal information described in this Section subject to our policy, if applicable to you or your personal information, for Personal Data Collected in the EEA, United Kingdom, or Switzerland located at <https://www.artory-winston.com>.

## **10. Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, please see below and our Privacy Notice for California Residents, located at <https://www.artory-winston.com>.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of the Services that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to [staff@artory-winston.com](mailto:staff@artory-winston.com) or you may send a letter to 126 East 56th Street, 24th floor, New York, New York 10022.

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at 126 East 56th Street, 24th floor, New York, New York 10022 or by email at [staff@artory-winston.com](mailto:staff@artory-winston.com).

## **11. Children Under The Age of 13**

The Children's Online Privacy Protection Act of 1998 and its rules (collectively, "COPPA") require us to inform parents and legal guardians (as used in this section, "**parents**") about our practices for collecting, using, and disclosing personal information from children under the age of 13 ("**children**"). It also requires us to obtain verifiable consent from a child's parent for certain collection, use, and disclosure of the child's personal information.

Our Service is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Service. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Service or on or through any of its features, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or username you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information.

## **12. List of Our Affiliates and Related Properties.**

Below is a representative list of some of our affiliated properties and related properties that currently may have access to personal information collected from Users on our Services as set forth in this Privacy Policy. We may update this list from time-to-time, so please check back periodically to keep up-to-date.

**Affiliates: None.**

**Related Properties: None.**

**13. Changes to Our Privacy Notice.**

We reserve the right to amend our Privacy Policy at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice's effective date. **Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.**

**14. Our Contact Information.**

If you have any questions, feedback or to report a violation regarding the Privacy Policy, or the ways in which we collect and use your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at by sending an email to [staff@artory-winston.com](mailto:staff@artory-winston.com) or sending a letter to 126 East 56th Street, 24th floor, New York, New York 10022.

This policy was last updated on September 16, 2022.