

# Privacy Policy

**Effective Date:** January 1 2025

## 1. Introduction

Endicott Clay Products Company/Endicott Thin Brick & Tile, LLC/Endicott.com We are committed to protecting the privacy of your information. This Privacy Policy explains how we collect, use, and share your personal information when you visit or use our website, Endicott.com

## 2. Information We Collect

We may collect the following types of information:

- **Personal Information:** This may include information that can be used to identify you, such as your name, email address, postal address, phone number, and any other information you voluntarily provide.
- **Usage Information:** We may collect information about how you use the Site, such as the pages you visit, the links you click, the time you spend on the Site, and other usage data.
- **Technical Information:** We may collect information about your device and internet connection, such as your IP address, browser type, operating system, and referring website.
- **Cookies and Similar Technologies:** We may use cookies, web beacons, and other tracking technologies to collect information about your activity on the Site. You can control cookies through your browser settings, but disabling cookies may affect the functionality of the Site.

## 3. How We Use Your Information

We may use your information for the following purposes:

- **Provide and Improve the Site:** To operate, maintain, and improve the Site and its features.
- **Communicate with You:** To respond to your inquiries, provide customer support, and send you updates and other communications related to the Site.
- **Personalize Your Experience:** To personalize your experience on the Site, such as by showing you relevant content.
- **Marketing:** With your consent, we may use your information to send you marketing communications about our products or services. You can opt out of these communications at any time.
- **Legal Compliance:** To comply with applicable laws and regulations.

## 4. How We Share Your Information

We may share your information with the following third parties:

- **Service Providers:** We may share your information with service providers who assist us with operating the Site, such as hosting providers, analytics providers, and marketing agencies.
- **Legal Authorities:** We may disclose your information to legal authorities if required by law or legal process.
- **Business Transfers:** If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction.

## 5. Your Choices

You may have certain choices regarding your personal information, such as:

- **Access and Correction:** You may have the right to access and correct your personal information.
- **Opt-out:** You can opt out of receiving marketing communications from us at any time.
- **Do Not Track:** Some browsers offer a "Do Not Track" feature, which allows you to signal to websites that you do not want your online activity to be tracked.

## 6. Data Security

We take reasonable measures to protect your information from unauthorized access, use, or disclosure. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure.

## 7. Children's Privacy

Our Site is not intended for children under the age of 13. We do not knowingly collect personal information from children under 13.

## 8. Changes to this Privacy Policy

We may update this Privacy Policy from time to time. We will post any changes on the Site.

## 9. Contact Us

If you have any questions about this Privacy Policy, please contact us at:

endicott@endicott.com

## Terms of Service

**Effective Date:** January 1 2025

### 1. Acceptance of Terms

By accessing or using the Site, you agree to be bound by these Terms of Service.

## **2. Use of the Site**

You may use the Site only for lawful purposes and in accordance with these Terms of Service.

## **3. User Content**

User content is not applicable at this time.

## **4. Intellectual Property**

The content on the Site, including text, graphics, logos, and software, is the property of Endicott Clay Products Company/ Endicott Thin Brick & tile, LLC and is protected by copyright and other intellectual property laws.

## **5. Disclaimer of Warranties**

The Site is provided "as is" and without any warranties of any kind, either express or implied.

## **6. Limitation of Liability**

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL [Your Company Name], ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF [Your Company Name] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL [Your Company Name]'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO [Your Company Name], IF ANY, FOR ACCESSING OR USING THE SITE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES RESULTING FROM [Your Company Name]'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **7. Governing Law**

These Terms of Service will be governed by and construed in accordance with the laws of Nebraska.

## **8. Changes to these Terms of Service**

We may update these Terms of Service from time to time. We will post any changes on the Site.

## **9. Contact Us**

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[endicott@endicott.com](mailto:endicott@endicott.com)