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In-depth Journalism

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- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

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- Otherwise attempt to interfere with the proper working of the Site.

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- Be likely to deceive any person.
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THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

24. Failure of Essential Purpose. You acknowledge and agree that the provisions hereof that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement that are fundamental to our understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach or other occurrence hereunder. Without limiting the generality of the foregoing, you agree that all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.

25. Indemnification. You agree to defend, indemnify, defend, and hold harmless Operator, parent companies, subsidiaries, affiliates, divisions, officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including but not limited to, Your Content, use any of the Site's services and products obtained at or through the Site, use of any of the Site's content, including but not limited to User Content other than as expressly authorized by these Terms of Use, or your use of any information obtained at

or through the Site.

26. International Use. The Site is intended for use by legal U.S. residents residing within the geographic borders of the United States. If you choose to access the Site from any location other than the United States, you accept full responsibility for compliance with the laws of the jurisdiction where the access occurs. Operator makes no representation that the Site or the Site Materials are appropriate or available for use in locations outside the United States. Accessing the Site or using any of the Site Materials from any jurisdiction where access or use is illegal is prohibited.

27. Choice of Law and Venue

All matters relating to the Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Utah, without giving effect to any choice or conflicts of law provision or rule (whether of the State of Utah or any other Jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah, in each case located in Salt Lake City, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

28. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED AT THE EARLIER OF ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE RELEVANT STATUTE OF LIMITATION UNDER UTAH OR FEDERAL LAW PROVIDED THAT IF SUCH STATUTE OF LIMITATIONS ALLOWS FOR MODIFICATION BY CONTRACT THEN SUCH TIME LIMIT TO FOR ANY CAUSE OF ACTION OR CLAIM SHALL BE ONE (1) YEAR; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

29. Integration, Severability and No Waiver. These Terms of Use, along with the Privacy Statement, the

Notice and Take Down and any other terms expressly incorporated by reference posted elsewhere at the Site, if any, constitute the entire agreement between Operator and you with respect to the Site and supersede all prior or contemporaneous communications and proposals with respect to the Site. If any provision of the terms referenced in the prior sentence are held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provisions shall be eliminated or limited to the minimum extent such that the remaining provisions of the previously referenced agreements will continue in full force and effect. No waiver by the Operator of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Operator to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

30. Order of Precedence: In the event of conflict between the Terms of Use with the Privacy Statement, the terms of the Privacy Statement shall govern.

31. Contact Information. Questions concerning these Terms of Use or the Site should be directed to legal@utahbusiness.com. All notices of copyright infringement claims should be sent to the copyright agent designated in our Notice and Take Down in the manner and by the means set out therein.

FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe copyrighted work is available on this website in a way that constitutes copyright infringement, you may notify the following designated agent of Utah Business (“Operator”) in writing:

Utah Business

55 North 300 West Suite 400

Salt Lake City UT 84101

Attn: Legal Department

legal@utahbusiness.com

Your written notification (the “Notification”) to the above-referenced designated agent must include substantially all of the following:

- a. Identification of the copyrighted work that is the subject of the claimed infringement or, if multiple copyrighted works are involved, a representative list of the works;
- b. Identification of the allegedly infringing material, together with information reasonably sufficient to permit Operator to locate the material;
- c. Information reasonably sufficient to permit Operator to contact you, such as your name, address, telephone number and email address;
- d. A statement by you that you have a good faith belief that the copyrighted work identified in the Notification is being used in a manner that is not authorized by the copyright owner, its agent or the law;
- e. A statement by you, signed under penalty of perjury, that the information contained in the Notification is accurate and that you are authorized to act on behalf of the owner of the copyrighted work that is allegedly being infringed; and
- f. A physical or electronic signature of the owner of the copyrighted work or a person authorized to act on its behalf.

Upon receipt of a Notification containing substantially all of the foregoing, Operator will take the following steps:

- a. Remove or disable access to the allegedly infringing material;
- b. Forward the Notification to the alleged infringer (the “Impacted Party”); and
- c. Take reasonable steps to promptly notify the Impacted Party that Operator has removed or disabled access to the allegedly infringing material.

The Impacted Party may submit a counter notification in writing to the above-referenced designated agent of Operator. The written counter notification (the “Counter Notification”) must include substantially all of the following:

- a. Identification of the allegedly infringing material that was removed or disabled by Operator and the location where the material appeared before it was removed or access to it was disabled;
- b. A statement under penalty of perjury that the Impacted Party has a good faith belief that the allegedly

infringing material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

c. The Impacted Party's name, address and telephone number and a statement that the Impacted Party consents to the jurisdiction of the United States federal district court for the judicial district in which the address provided by the Impacted Party is located and will accept service of process from you. If the Impacted Party is located outside the United States, the Impacted Party must include a statement that it consents to the jurisdiction of any United States federal district court in which Operator may be found; and

d. A physical or electronic signature of the Impacted Party.

Upon receipt of a Counter Notification containing substantially all of the foregoing, Operator will take the following steps:

a. Send you a copy of the Counter Notification;

b. Inform you that it will replace the allegedly infringing material or cease disabling access to it within ten (10) business days; and

c. Replace the removed allegedly infringing material or cease disabling access to it not less than ten (10) nor more than fourteen (14) business days following receipt of the Counter Notification, provided you have not supplied the designated agent with evidence that you have filed an action seeking a court order to restrain the Impacted Party from engaging in the infringing activity that was the subject of the Notification.

Operator's policy is to terminate the online privileges of individuals who repeatedly violate the copyrights of others.

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Page: Utah Business about us and contact information – Utah Business

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Utah Business fosters connection, insight and recognition for Utah's thriving professional community. Through our events, magazine and website we highlight the ideas, innovations and people behind Utah business success stories. We are all-in on Utah—and we can't wait to tell your stories.

Mailing Address: 55 N 300 W Ste 400 Salt Lake City, UT 84101

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Page: Privacy Policy – Utah Business

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Last Modified: 10/8/2024

The following Privacy Policy (the “Policy”) describes how Utah Business (“Operator”) collects, uses, and shares personally identifiable information and non-personally identifiable information collected (collectively referred to as “Data”) through website, mobile website, mobile applications, and social media platforms we operate (collectively, the “Products”) and the services, features, advertisements or content we offer, including your communications with us or others through our messaging and phone services (collectively with the Products, the “Services”). The Policy applies when you use any of these Products or Services regardless of how you access or use the Services. This Policy describes the kinds of Data we may gather when you use the Products or Services, how we may use your Data, when we might disclose your Data, and how you can manage your Data.

We may change the Policy at any time by posting revisions to the Policy on the Products or Services. If we make material changes to how we treat your Data, we will notify you through general notice through the Products. If you do not accept all of the terms, conditions and notices set forth in the Policy, you must not use the Products or Services. Please note that our Products and Services are under constant development. This Policy may therefore be modified and updated at any time and on an ongoing basis. Each such modification will be effective upon posting on the Products and the effective date will be noted at the beginning of such revised Privacy Policy. The date the Policy was last revised is identified at the top of the page. Your continued use of the Products or Services after Operator posts a revised Privacy Policy signifies your acceptance of the revised Privacy Policy. Therefore, you should review the Privacy Policy periodically so that you are up to date on our most current policies and practices.

The Products and Services are not directed to, or intended for use by, anyone under the age of 18. If you are under the age of 18, you only may use the Products and Services with permission from your parents or legal guardians. Operator does not knowingly collect personally identifiable information from users under the age of

18. If you are under the age of 18, do not use or provide any information on any of the Operator's Products or Services (websites, apps, etc.) or through any of its features, register on any of the Operator's Products or Services (websites, apps, etc.), make any purchases through any of the Operator's Products or Services (websites, apps, etc.) use any of the interactive or public comment features of the Operator's Products or Services (websites, apps, etc.) or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If a child under 18 submits information through any part of the Products or Services, and we become aware that the person submitting the information is under 18, we will delete this information. If you believe we might have any information from or about a child under 18, please contact us at legal@deseretnews.com.

Type of Information Collected. When you use the Products or Services, we may collect several types of information about you and/or your use of the Products or Services. The general categories of information include Personally Identifiable Information or "PII" as well as non-personally identifiable information ("non-PII").

PII includes, but is not limited to, the following:

Non-PII includes information about your use of the Products and Services. We may collect information about your use of the Products and Services including:

Certain features available within the Products or Services will require you to submit PII about yourself as a condition of participation. Some of the features may be offered by us, while others may be offered by third parties. (For example, you may be required to submit PII in order to enter a contest we conduct, to order certain products and services we offer, or to receive news updates by email from a third-party news source.)

When you choose to submit PII to a third party in connection with your use of the Products or Services, the third party's privacy policy, rather than this Policy, will control the use of your PII. **YOU CAN ALWAYS REFUSE TO PROVIDE PII TO US, BUT THIS MAY RESULT IN DECREASED FUNCTIONALITY OF ANY OF THE OPERATOR'S WEB SITES FOR YOU AND LIMIT YOUR ABILITY TO RECEIVE INFORMATION ABOUT PRODUCTS OR SERVICES THAT MAY BE OF PARTICULAR INTEREST**

TO YOU.

You also may provide information to be published or displayed (hereinafter, “posted”) on public areas of the Operator’s web sites, or transmitted to other users of the Operator’s web sites, or third parties (collectively, “User Contributions”). Your User Contributions are posted on and transmitted to others at your own risk. We cannot control the actions of other users of the Operator’s web sites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

We collect information both actively and passively. For example, we will collect information about you that you voluntarily provide while using the Products and Services. In addition to information provided directly by you, we (and third parties that offer features through the Products or Services) may collect non-PII through the use of “cookies,” “web beacons,” or by other electronic means. Please see the Cookie Policy in section VI for more information.

Information We Collect Automatically. If you use the Products or Services, read or download information from the Products or Services, your web or mobile browser may automatically send us your internet or other network activity.

Information You Give To Us and Information We Collect From Others. If you use the Products or Services, or you otherwise use or purchase our Products or Services, we receive and store information you enter on the Products or Services, or that you give us in-person, via telephone, email, or otherwise. We may also collect personal information from third parties that operate (a) portions of the Products or Services on our behalf or (b) independent websites. When we obtain personal data from third parties, we will treat the acquired information like the information that we collect ourselves.

From You and From Other Third Parties

Generally. We may place, or allow to be placed, cookies, web beacons and similar technologies on our Products and Services to store your username for easy logon, store your preferences, keep you logged in, perform analytics, analyze traffic, personalize content, and offer advertisements that match your interest. We

may use these technologies to collect information when you use our Products and Services such as your IP address, web browser, mobile network information, browsing and conversion information in order to provide you with a customized user experience. These technologies may include Google Analytics and similar providers. You can learn more about how Google uses the information collected through this service at: www.google.com/policies/privacy/partners/.

Advertisements (Including Direct, Targeted, Third Party). In order to continue to bring you the Products and Services, we use advertising in our Products and Services. Some of these advertisements may contain cookies, collect information, such as your IP address and device type. We may also display targeted advertisements to you based on information you have supplied to us. For instance, if you have expressed an interest in a particular product, we may supply you with advertisements from selected marketing partners of that product. They will not, however, receive any additional personal contact information such as email address, phone number, etc. unless you volunteer it to such advertisers.

We also work with ad network partners that display ads on our Products. To improve your ad experience on the Products and elsewhere on the Internet, we may send non-personal information to our ad network partners based on your browser's activities, such as type of pages viewed and categories of interests, so that the advertising you see on the Product or other Internet websites, apps, etc., is relevant to you.

We also may allow our affiliates and third-party advertising companies (including ad servers, ad agencies, technology vendors, or providers of sponsored content) (collectively "Third Parties") to use cookies on our Products and Services. These Third Parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use the Operator's web sites. 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 and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content on our Products as well as other websites, apps, platforms, etc. you visit. Some of these parties may use cookies in ways that we do not. You may refuse to accept cookies by activating the setting on

your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access all or certain parts of the Products and Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log onto our Sites.

Please note, we do not control tracking technologies used by Third Parties on any of the Operator's web sites or how they may be used. Third Parties have the ability to set and access their cookies on your computer. Third Parties' use of their own cookies is subject to their own privacy policies. For more information about these specialized cookies and other technologies, and to learn more about behavioral advertising or to opt out of this type of advertising for some companies, you can visit <http://www.networkadvertising.org> or http://networkadvertising.org/optout_nonppii.asp. When using a mobile application, you may receive tailored in-application advertisements. Each operating system provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You may review the instructions and/or the privacy settings for your operating system to find out how to opt out of tailored in-application advertisements.

If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Third-Party Websites. The Products allow advertising by Third Parties that provide links to a Third-Party website. These Third Parties may use the technology described above to send (or "serve") directly to your browser the advertisements that appear on our Products. When this happens, Third Parties automatically receive PII, such as your IP address, as well as non-PII and other information from your computer and browser, including your cookie information. They also may use cookies, Javascript, Pixel Tags and other technologies to deliver advertisements; collect information about the effectiveness of their advertisements; collect anonymous information about your visits to the Products, such as the number of times you have viewed an ad; or customize the advertising content you see. Third Parties will not collect your name, address, or other PII, unless you affirmatively provide it to them. Third Parties have the ability to set and access their cookies on your computer. Third Parties' use of their own cookies is subject to their own privacy policies. For more information about these specialized cookies and other technologies, and to learn more about behavioral

advertising or to opt out of this type of advertising for some companies, you can visit <http://www.networkadvertising.org> or http://networkadvertising.org/optout_nonppii.asp. When using a mobile application, you may receive tailored in-application advertisements. Each operating system provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You may review the instructions and/or the privacy settings for your operating system to find out how to opt out of tailored in-application advertisements.

Please note, clicking on an advertisement, links or other elements on the Products may take you to an entirely different site. Links to other sites may use our Product logos or styles as a result of a co-branding agreement. These sites may use their own cookies and may collect data and make use of that data in ways that the Products would not. After you leave our Products, this Policy will no longer apply to PII or any other data collected from or provided by you. You should check the other web site's applicable privacy policy to determine how it will handle such data.

Social Media. We or Our third-party service providers, advertisers, and partners may use technologies like cookies, web beacons, pixel tags, device or other identifiers and local storage to identify parts of the Products and Services you have visited and/or purchased, identify advertisements you have seen, and otherwise deliver, secure, and understand products, services and ads, on and off Facebook, Instagram, Twitter, LinkedIn, YouTube, and other social media platforms. These technologies also may be used to gather information for remarketing to similar audiences on our Products. Third party advertisements displayed on the Products may also contain cookies set by third party advertisers. The Operator does not control these cookies and is not responsible for the content or practices of any linked site; users of the Products and Services should check the privacy policy of the third-party advertiser to see whether and how it uses cookies.

We may use information we collect to do the following, among other things:

The third parties with whom the following categories of personal information are shared for a business purpose may include, but are not limited to, those corresponding third parties listed below:

Categories of Personal Information

Third Parties Disclosed to:

Category A: Personal Information and Identifiers

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category B: Protected Class Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category C: Commercial Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category D: Biometric Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category E: Internet and Network Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category F: Geolocation Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category G: Sensory Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category H: Employment Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category I: Non-Public Education Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Category J: Profile Information

Service Providers, Affiliates, Partners, Parent or Subsidiary organizations, internet cookie data recipients, data brokers or aggregators, social networks, operating systems and platforms, government entities, data analytic providers, internet service providers, advertising networks.

Your video content viewing and associated media consumption activities (collectively “Viewing Activities”) may be collected when you use the Services. By watching video content on or through the Services, you are consenting to share your personal information, together with your Viewing Activities, with third parties acting on our behalf and with our advertising and analytic partners described in this Policy in the ordinary course of business.

WE MAY DISCLOSE PII AND NON-PII ABOUT YOU TO A THIRD PARTY FOR COMPENSATION.

IN ACCORDANCE WITH THE UTAH NOTICE OF INTENT TO SELL NONPUBLIC PERSONAL INFORMATION ACT, WE MAY CHOOSE TO DISCLOSE NON-PUBLIC PERSONAL INFORMATION ABOUT YOU, THE CONSUMER, TO A THIRD PARTY FOR COMPENSATION.

In addition, we may disclose PII and Non-PII as follows:

In addition, we may share your information as described below:

The Products and Services may include forums (such as message boards, chat rooms, comment boards, and reviews) that enable users to post a comment or communicate with each other. The Operator is under no obligation to moderate or edit the forums and will not be responsible for the content or use of any material posted on any forum within the Products or Services. The Operator retains the right to delete at any time and for any reason any material posted within the Products or Services.

How Do We Protect Personal Data? We take information security seriously, and we use reasonable administrative, technical and physical safeguards to protect the PII we collect from unauthorized access, use or disclosure. The Operator protects data using administrative, technical, and physical safeguards. When we use third-party service providers, we ask those providers to implement similar safeguards. However, we cannot guarantee that your information is completely secure either within the Operator or on the systems of third-party service providers.

But we have no control over the security of other websites on the Internet that you might visit even when a link may appear to those websites on our Products or through our Services. If you share your computer or use a computer that is accessed by the general public, remember to sign off and close your browser window when you have finished your session. This will help to ensure that others cannot access your PII.

Additionally, and as you are likely aware, no system can be completely secure. Therefore, although we take commercially reasonable steps to secure your information, we do not promise, and you should not expect, that your PII, searches or other communications will always remain secure. Unfortunately, the transmission of information via the internet is not completely secure. We cannot guarantee the security of your personal information transmitted to the Operator's web sites. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on any of the Operator's web sites.

In the event of a breach of the confidentiality or security of your PII, we will notify you if reasonably possible

and as reasonably necessary so that you can take appropriate protective steps. We may notify you under such circumstances using the e-mail address(es) we have on record for you. You should also take care with how you handle and disclose your PII. Please refer to the Federal Trade Commission's website at <http://www.consumer.ftc.gov/> for information about how to protect against identity theft.

How Long Do We Keep Your Personal Data?

We retain personal data we collect from you when we have an ongoing legitimate business need to do so (i.e., to provide you with the Services you have requested or to comply with applicable legal requirements). When we no longer have an ongoing legitimate business need to process your personal information, we will physically destroy, delete or anonymize it or, if this is not possible, then we will securely store your personal data and isolate it from any further processing until deletion is possible. Anyone can submit a request for deletion of their personal data at any time. To submit data deletion request please visit <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>

If you have any questions regarding this Privacy Policy or exercising any of your privacy rights, please contact us at the telephone number, email address or mailing address listed below:

Email Address: legal@utahbusiness.com

Mailing Address:

Utah Business, Attn: Legal

55 N 300 W STE 400

Salt Lake City, UT 84101

If you are a California, Colorado, Connecticut, Nevada, Utah or Virginia resident, your state's laws may provide you with additional rights regarding our use of your personal information. Please see the state-specific sections below:

Important Information for California Residents: Your California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Product and 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 contact us at <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>

These additional disclosures for California residents apply only to individuals who reside in California. The California Consumer Privacy Act of 2018, as amended and together with all applicable regulations (“CCPA”) provides additional rights to know, delete and opt out, and requires businesses collecting or disclosing personal information to provide notices and means to exercise those rights. The words used in this section have the meanings given to them in the CCPA, which may be broader than their common meaning. For example, the definition of “personal information” under the CCPA includes your name, but also more general information such as age.

Notice of Collection

The categories of personal information that we may have collected – as described by the CCPA – in the past 12 months are:

Identifiers: name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name. We may use this data to provide customers with an account, enabling them to post listings or messages, or subscribe to our newsletters. Additionally, we use online identifiers to understand how consumers use our products and services.

Customer records information: name, address, telephone number, bank account number, credit, or debit card number. We collect this information when a user performs a payment transaction on one of our services.

Commercial information: We use a unique identifier to track consumer behavior on our products. We then use that data to personalize content and or advertising products to the consumer.

Internet or other electronic network activity information: We collect this data specific to our websites and applications. We do not operate a web browser or search technology, but we track searches performed on our website. We do this for a few purposes. We allow users to create saved searches and alerts. Saved searches and alerts enable users to opt-in to a notification service. When the user creates a saved search, if a new product is posted on our service that matches their search criteria, we will send them an email or mobile phone

alert. We also use their search behavior to personalize content and advertising.

Geolocation data: When using our service, a user can search for information using location data such as a city or zip code. Furthermore, on a mobile device, users can opt-in to the mobile device geolocation service to show the user listings from a selected mile radius from their current geolocation.

Inferences: We use consumer behavior to create profiles and make inferences about future consumer behavior. We collect and use these categories of personal information for the business purposes and sharing practices described in our policy above.

We do not generally “sell” personal information as the term “sell” is traditionally understood. However, to the extent “sale” under the CCPA is interpreted to include advertising technology activities such as those disclosed in the above sections as a “sale,” we provide you the option to request that we not “sell” your personal information. We do not sell the personal information of minors known to be under the age of 16 without affirmative authorization.

We sell or disclose the following categories of personal information for commercial purposes: identifiers, demographic information, commercial information, internet activity, geolocation data and inferences. We use and partner with different types of entities to assist with our daily operations and manage our services.

If you are a California resident, you have the right to delete the personal information we have collected from you and the right to know certain information about our data practices in the preceding 12 months (also called a data portability request). In particular, you have the right to request the following from us:

To exercise any of these rights, please submit a request <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>. You may also contact us by legal@utahbusiness.com. We will use the information you provide to us solely for the purpose of verifying your request and locating your data, if any, within our records. Please note, under California law, such requests can be made a maximum of twice per twelve-month period.

We have a duty as the holder of certain personal information to verify your identity when making requests to know or delete personal information and to ensure that dissemination of that information would not cause

harm to you if it were distributed to another person. To verify your identity, we will request and collect additional personal information from you to match it against our records. We may ask for additional information or documentation if we feel it is necessary to confirm your identity with the necessary degree of certainty. We may communicate with you through email, a secure message center, or other reasonably necessary and appropriate means. We do have the right to deny requests under certain circumstances. In such cases, we will notify you of the reasons for denial. We will not provide you with specific pieces of personal information if the disclosure creates a substantial, articulable, and unreasonable risk to the security of that personal information, your account with us, or the security of our systems or networks. In no event will we disclose, if we have collected it, your Social Security number, driver's license number or other government-issued identification number, financial account number, any health insurance or medical identification number, an account password, or security questions and answers.

Right to Opt-Out

To the extent we sell your personal information as the term "sell" is defined under the California Consumer Privacy Act, you have the right to opt-out of the sale of your personal information by us to third parties at any time. You may submit a request to opt-out of by clicking <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>. You may also contact us by calling/emailing legal@utahbusiness.com

Non-discrimination

You have the right not to receive discriminatory treatment by us for exercising any of your rights.

Authorized Agent

You may be entitled, in accordance with applicable law, to submit a request via an authorized agent acting on your behalf. To do so, we must receive written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

California Do Not Track Disclosure

Certain web browsers may allow you to enable a "do not track" option that sends signals to the websites you

visit indicating that you do not want your online activities tracked. This is different than blocking cookies as browsers with the “do not track” option selected may still accept cookies. Right now, there is no industry standard for how companies should respond to “do not track” signals, although one may be adopted in the future. We do not respond to “do not track” signals at this time. If we do so in the future, we will modify this Policy accordingly. More information about “do not track” is available at www.allaboutdnt.com.

Important Information for Colorado Residents: Your Colorado Privacy Rights

These additional disclosures for Colorado residents apply only to individuals who reside in Colorado. The Colorado Privacy Act provides additional rights to confirm and access, correct, delete, obtain a copy, and opt-out, and requires businesses collecting or disclosing personal information to provide notices and means to exercise those rights. The words used in this section have the meanings given to them in the CPA, which may be broader than their common meaning.

Notice of Collection

The categories of personal information that we may have collected in the past 12 months are:

Identifiers: name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name. We may use this data to provide customers with an account which enables them to post listings or messages, or to subscribe to our newsletters. Additionally, we use online identifiers to understand how consumers use our products and services.

Customer records information: name, address, telephone number, bank account number, credit, or debit card number. We collect this information when a user performs a payment transaction on one of our services.

Commercial information: We use a unique identifier to track consumer behavior on our products. We then use that data to personalize content and/or advertising products to the consumer.

Internet or other electronic network activity information: We collect this data specific to our websites and applications. We do not operate a web browser or search technology, but we may track searches performed on our website. We do this for a few purposes. We allow users to create saved searches and alerts. Saved searches and alerts enable users to opt-in to a notification service. When the user creates a saved search, if a new

product is posted on our service that matches their search criteria, we will send them an email or mobile phone alert. We also use their search behavior to personalize content and advertising.

Geolocation data: When using our service, a user can search for information using location data such as a city or zip code. Furthermore, on a mobile device, users can opt-in to the mobile device geolocation service to show the user listings from a selected mile radius from their current geolocation.

Inferences: We use consumer behavior to create profiles and make inferences about future consumer behavior. We collect and use these categories of personal information for the business purposes and sharing practices described in our policy above.

We do not generally “sell” personal information as the term “sell” is traditionally understood. However, to the extent “sale” under the CPA is interpreted to include advertising technology activities such as those disclosed in the above sections as a “sale,” we provide you the option to request that we not “sell” your personal information. We do not sell the personal information of minors known to be under the age of 16 without affirmative authorization.

We may sell or disclose the following categories of personal information for commercial purposes: identifiers, demographic information, commercial information, internet activity, geolocation data and inferences. We use and partner with different types of entities to assist with our daily operations and manage our services.

What Are My Rights Under the CPA? If you are a Colorado resident and are engaged in a direct business relationship with Operator as a consumer for the provision of the Sites or Services, you may have the following rights:

Though you may request specific pieces of your personal information that we have collected, we may not provide the following information in order to protect the security of such information: social security numbers, driver’s license or other state or government-issued identification numbers, bank account numbers or other financial information, any health insurance or medical identification numbers or related information, account passwords or security questions and answers.

To exercise any of these rights, please submit a request [here](#)

<https://www.utahbusiness.com/do-not-sell-personal-data-requests/>.. You may also contact us by emailing legal@utahbusiness.com . We will use the information you provide to us solely for the purpose of verifying your request and locating your data, if any, within our records.

Non-discrimination

You have the right not to receive discriminatory treatment by us for exercising any of your rights.

Authorized Agent

You may be entitled, in accordance with applicable law, to submit a request via an authorized agent acting on your behalf. To do so, we must receive written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

Important Information for Connecticut Residents: Your Connecticut Privacy Rights

These additional disclosures for Connecticut residents apply only to individuals who reside in Connecticut. The Connecticut Data Privacy Act provides additional rights to confirm and access, correct, delete, obtain a copy, and opt-out, and requires businesses collecting or disclosing personal information to provide notices and means to exercise those rights. The words used in this section have the meanings given to them in the CTDPA, which may be broader than their common meaning.

Notice of Collection

The categories of personal information that we may have collected in the past 12 months are:

Identifiers: name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name. We may use this data to provide customers with an account which enables them to post listings or messages, or to subscribe to our newsletters. Additionally, we use online identifiers to understand how consumers use our products and services.

Customer records information: name, address, telephone number, bank account number, credit, or debit card number. We collect this information when a user performs a payment transaction on one of our services.

Commercial information: We use a unique identifier to track consumer behavior on our products. We then use that data to personalize content and/or advertising products to the consumer.

Internet or other electronic network activity information: We collect this data specific to our websites and applications. We do not operate a web browser or search technology, but we may track searches performed on our website. We do this for a few purposes. We allow users to create saved searches and alerts. Saved searches and alerts enable users to opt-in to a notification service. When the user creates a saved search, if a new product is posted on our service that matches their search criteria, we will send them an email or mobile phone alert. We also use their search behavior to personalize content and advertising.

Geolocation data: When using our service, a user can search for information using location data such as a city or zip code. Furthermore, on a mobile device, users can opt-in to the mobile device geolocation service to show the user listings from a selected mile radius from their current geolocation.

Inferences: We use consumer behavior to create profiles and make inferences about future consumer behavior. We collect and use these categories of personal information for the business purposes and sharing practices described in our policy above.

We do not generally “sell” personal information as the term “sell” is traditionally understood. However, to the extent “sale” under the CTDPA is interpreted to include advertising technology activities such as those disclosed in the above sections as a “sale,” we provide you the option to request that we not “sell” your personal information. We do not sell the personal information of minors known to be under the age of 16 without affirmative authorization.

We may sell or disclose the following categories of personal information for commercial purposes: identifiers, demographic information, commercial information, internet activity, geolocation data and inferences. We use and partner with different types of entities to assist with our daily operations and manage our services.

What Are My Rights Under the CTDPA? If you are a Connecticut resident and are engaged in a direct business relationship with Operator as a consumer for the provision of the Sites or Services, you may have the following rights:

Though you may request specific pieces of your personal information that we have collected, we may not provide the following information in order to protect the security of such information: social security numbers,

driver's license or other state or government-issued identification numbers, bank account numbers or other financial information, any health insurance or medical identification numbers or related information, account passwords or security questions and answers.

To exercise any of these rights, please submit a request [here](https://www.utahbusiness.com/do-not-sell-personal-data-requests/) <https://www.utahbusiness.com/do-not-sell-personal-data-requests/> You may also contact us by emailing legal@utahbusiness.com . We will use the information you provide to us solely for the purpose of verifying your request and locating your data, if any, within our records.

Non-discrimination

You have the right not to receive discriminatory treatment by us for exercising any of your rights.

Authorized Agent

You may be entitled, in accordance with applicable law, to submit a request via an authorized agent acting on your behalf. To do so, we must receive written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

Important Information for Nevada Residents: Your Nevada Privacy Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>

Important Information for Utah Residents: Your Utah Privacy Rights

These additional disclosures for Utah residents apply only to individuals who reside in Utah. The Utah Consumer Privacy Act provides additional rights to confirm, access, delete, obtain a copy, and opt-out, and requires businesses collecting or disclosing personal information to provide notices and means to exercise those rights. The words used in this section have the meanings given to them in the UCPA, which may be broader than their common meaning.

Notice of Collection

The categories of personal information that we may have collected in the past 12 months are:

Identifiers: name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name. We may use this data to provide customers with an account which enables them to post listings or messages, or to subscribe to our newsletters. Additionally, we use online identifiers to understand how consumers use our products and services.

Customer records information: name, address, telephone number, bank account number, credit, or debit card number. We collect this information when a user performs a payment transaction on one of our services.

Commercial information: We use a unique identifier to track consumer behavior on our products. We then use that data to personalize content and/or advertising products to the consumer.

Internet or other electronic network activity information: We collect this data specific to our websites and applications. We do not operate a web browser or search technology, but we may track searches performed on our website. We do this for a few purposes. We allow users to create saved searches and alerts. Saved searches and alerts enable users to opt-in to a notification service. When the user creates a saved search, if a new product is posted on our service that matches their search criteria, we will send them an email or mobile phone alert. We also use their search behavior to personalize content and advertising.

Geolocation data: When using our service, a user can search for information using location data such as a city or zip code. Furthermore, on a mobile device, users can opt-in to the mobile device geolocation service to show the user listings from a selected mile radius from their current geolocation.

Inferences: We use consumer behavior to create profiles and make inferences about future consumer behavior. We collect and use these categories of personal information for the business purposes and sharing practices described in our policy above.

We do not generally “sell” personal information as the term “sell” is traditionally understood. However, to the extent “sale” under the UCPA is interpreted to include advertising technology activities such as those disclosed in the above sections as a “sale,” we provide you the option to request that we not “sell” your personal information. We do not sell the personal information of minors known to be under the age of 13 without affirmative authorization.

We may sell or disclose the following categories of personal information for commercial purposes: identifiers, demographic information, commercial information, internet activity, geolocation data and inferences. We use and partner with different types of entities to assist with our daily operations and manage our services.

What Are My Rights Under the UCPA? If you are a Utah resident and are engaged in a direct business relationship with Operator as a consumer for the provision of the Sites or Services, you may have the following rights:

Though you may request specific pieces of your personal information that we have collected, we may not provide the following information in order to protect the security of such information: social security numbers, driver's license or other state or government-issued identification numbers, bank account numbers or other financial information, any health insurance or medical identification numbers or related information, account passwords or security questions and answers.

To exercise any of these rights, please submit a request <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>. You may also contact us by emailing legal@utahbusiness.com. We will use the information you provide to us solely for the purpose of verifying your request and locating your data, if any, within our records.

Non-discrimination

You have the right not to receive discriminatory treatment by us for exercising any of your rights.

Authorized Agent

You may be entitled, in accordance with applicable law, to submit a request via an authorized agent acting on your behalf. To do so, we must receive written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

Important Information for Virginia Residents: Your Virginia Privacy Rights

These additional disclosures for Virginia residents apply only to individuals who reside in Virginia. The Virginia Consumer Data Protection Act provides additional rights to confirm and access, correct, delete, obtain a copy, and opt out, and requires businesses collecting or disclosing personal information to provide

notices and means to exercise those rights. The words used in this section have the meanings given to them in the CDPA, which may be broader than their common meaning.

Notice of Collection

The categories of personal information that we may have collected in the past 12 months are:

Identifiers: name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name. We may use this data to provide customers with an account which enables them to post listings or messages, or to subscribe to our newsletters. Additionally, we use online identifiers to understand how consumers use our products and services.

Customer records information: name, address, telephone number, bank account number, credit, or debit card number. We collect this information when a user performs a payment transaction on one of our services.

Commercial information: We use a unique identifier to track consumer behavior on our products. We then use that data to personalize content and/or advertising products to the consumer.

Internet or other electronic network activity information: We collect this data specific to our websites and applications. We do not operate a web browser or search technology, but we may track searches performed on our website. We do this for a few purposes. We allow users to create saved searches and alerts. Saved searches and alerts enable users to opt-in to a notification service. When the user creates a saved search, if a new product is posted on our service that matches their search criteria, we will send them an email or mobile phone alert. We also use their search behavior to personalize content and advertising.

Geolocation data: When using our service, a user can search for information using location data such as a city or zip code. Furthermore, on a mobile device, users can opt-in to the mobile device geolocation service to show the user listings from a selected mile radius from their current geolocation.

Inferences: We use consumer behavior to create profiles and make inferences about future consumer behavior. We collect and use these categories of personal information for the business purposes and sharing practices described in our policy above.

We do not generally “sell” personal information as the term “sell” is traditionally understood. However, to the

extent “sale” under the CDPA is interpreted to include advertising technology activities such as those disclosed in the above sections as a “sale,” we provide you the option to request that we not “sell” your personal information. We do not sell the personal information of minors known to be under the age of 16 without affirmative authorization.

We may sell or disclose the following categories of personal information for commercial purposes: identifiers, demographic information, commercial information, internet activity, geolocation data and inferences. We use and partner with different types of entities to assist with our daily operations and manage our services.

What Are My Virginia Personal Data Rights? If you are a Virginia resident and are engaged in a direct business relationship with Operator as a consumer for provision of the Sites or Services, you may have the following rights:

Though you may request specific pieces of your personal information that we have collected, we may not provide the following information in order to protect the security of such information: social security numbers, driver’s license or other state or government issued identification numbers, bank account numbers or other financial information, any health insurance or medical identification numbers or related information, account passwords or security questions and answers.

To exercise any of these rights, please submit a request <https://www.utahbusiness.com/do-not-sell-personal-data-requests/>. You may also contact us by emailing legal@utahbusiness.com . We will use the information you provide to us solely for the purpose of verifying your request and locating your data, if any, within our records.

Non-discrimination

You have the right not to receive discriminatory treatment by us for exercising any of your rights.

Authorized Agent

You may be entitled, in accordance with applicable law, to submit a request via an authorized agent acting on your behalf. To do so, we must receive written authorization or a power of attorney, signed by you, for the agent to act on your behalf. You will still need to verify your identity directly with us.

Website: www.utahbusiness.com

The Products are hosted in the United States and are governed by U.S. law. If you are using the Products from outside the United States, please be aware that any PII you share with us will be stored and processed in the United States where we locate and operate our servers and databases. By using the Products, you consent to the storage and processing of your PII at our facilities and the facilities of those third parties with whom we share your PII as described in this Policy.

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