

# Mobile Application Privacy Statement

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Last Modified: October 24, 2023

Bridgewell Building Materials LLC is committed to being transparent about our privacy practices, including how we treat your personal information. The Bridgewell Mobile Application is used by Bridgewell to facilitate invoicing and receiving payment from its customers, and for other business purposes, by using photographs of proof of delivery documentation that you take and upload through the mobile application. This Statement informs you about our collection, use, and disclosure practices pertaining to your information when you use the App.

## Definitions

The following definitions apply to this Statement:

- **“App”** means the Bridgewell Mobile Application.
- **“Bridgewell”** (referred to also as “we”, “us” or “our” in this Statement) means Bridgewell Building Materials LLC and its subsidiaries.
- **“Laws”** means all federal, state or local laws, statutes, regulations, rules and orders.
- **“Personal Information”** means information that personally identifies you.
- **“Photographs”** means photographs of proof of delivery documentation and other delivery materials.
- **“Statement”** means this Privacy Statement.
- **“Use of the App”** means Bridgewell’s use of information you (or your employer) provide to us about you for purposes of enabling you to download and install the App, and your use of the App on behalf of any company or other entity you represent.
- **“You”** means the individual accessing or using the App or the company, or other legal entity on behalf of which such individual is accessing or using the App, as applicable.

## Important Notice

This App is for commercial business purposes only. You may only use the App to take and upload photographs of proof of delivery documents and delivery materials. You are prohibited from using the App to take or upload photographs of any other documents, people, or things,

and we are not liable to you or any third party in the event that you use the App in violation of this Statement.

## **Acknowledgement**

Please read this entire Statement carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the App.

By clicking the “I Agree” button or by otherwise accessing or using the App, you: (1) confirm that you have read, understand and agree to this Statement; (2) represent that you are 18 years of age or older and reside in the United States

This Statement may change from time to time. We will post any changes to this Statement within the App. We will also notify you of any material change to this Statement if we are required by Law to do so. Your continued use of the App after we make changes is deemed to be acceptance of those changes, so please check frequently for updates. Any change to this Statement will apply to the information collected after the date on which we post the updated Statement.

## **Information We Collect About You**

### ***Personal Information***

In order to download and install the App, you will be asked to provide us with Personal Information, such as your full name, postal address, email address, and telephone number, which will be used and stored in accordance with this Statement. You are never under any obligation to provide us your Personal Information. If you choose not to provide Personal Information, however, you will not be able to download, install, or use the App. If you choose to provide this information to us, it will be entered into our (or our third-party service providers’) systems and used to generate an email message, which will be sent to you along with instructions, a link, and a unique token created by us that you will use, together with the phone number you provide, to download and install the App for the first time.

When you do provide Personal Information to us, you are authorizing us to use that Personal Information in accordance with the provisions of this Statement and to store the Personal Information on servers located in the United States.

### ***Photographs***

The App is designed to, and you may use the App to, upload Photograph(s) to our (or our third-party service providers’) systems so we can use the Photographs for our business purposes, including without limitation, submitting the Photographs to our customers to facilitate the

submission and payment of invoices. If you choose to use the App, the Photographs will be stored in the App and uploaded to us for use in accordance with this Statement. You are never under any obligation to upload Photographs to us. By uploading Photographs through the App, you are authorizing us to use the Photographs, for no compensation, in connection with our business purposes, and to store the Photographs on servers located in the United States.

You may not enter any information into the App or upload any photographs using the App other than the Personal Information and Photographs described above.

### **How We Use Information We Collect About You**

We use Personal Information and Photographs that you provide to us:

- For the express purpose stated when we ask for such information;
- To facilitate the download and installation of the App to your device(s);
- For our business purposes including sending invoices and obtaining payment for delivered goods;
- To contact you regarding the App and/or to provide required notices;
- To customize and tailor your experience using the App;
- To analyze usage trends and demographic data (including analyzing your data aggregated with our other users' data);
- To carry out our obligations and enforce our rights arising from this Statement or any contracts entered into between you and us; and
- For any other purpose with your consent.

### **Disclosure of Your Information**

Except as expressly provided below, we will not share your Personal Information with any third parties. Photographs, however, may be used for our business purposes, and may be shared with third parties in furtherance of such business purposes.

We may provide your Personal Information and Photographs to third parties as follows:

We may give your Personal Information to third-party service providers who assist us by performing services related to our operation of the App (such as hosting, data storage, and security) and performing certain administrative tasks on our behalf. These third-party service

providers are not authorized to use your Personal Information in any way other than as described in this Statement and are required to keep your Personal Information confidential. We may use Photographs for our business purposes, and may give Photographs to third parties in connection with such business purposes, including without limitation, giving Photographs to our third-party service providers and/or customers as proof of delivery and to facilitate the invoicing and payment processes. If at any time you decide that you do not want us to share Photographs with third-parties, you should stop using the App. Even after you stop using the App, however, Photographs that you have previously provided to us will continue to be used by us in accordance with this Statement.

Bridgewell and/or our third-party service providers may disclose your Personal Information and/or Photographs if either of us believes in good faith that disclosure is necessary to protect our rights or property, to protect the rights or property of others, to protect your safety or the safety of others, to defend against legal claims, to take action regarding illegal activities or suspected fraud, or to comply with a law, rule, regulation, subpoena, court order, search warrant, or similar legal process.

Bridgewell and/or our third-party service providers may transfer your Personal Information and/or Photographs to another entity if either of us are involved in a merger, acquisition, reorganization, restructuring, or other sale or transfer of all or any portion of our assets or business. Unless you consent otherwise, your Personal Information and Photographs will remain subject to the terms of this Statement, even after the transfer. However, any Personal Information you provide and/or Photographs you upload using the App after the transfer will likely be subject to a new privacy statement, and you should review that statement.

### **Accessing, Correcting or Deleting Your Personal Information**

You can review, modify or correct the Personal Information you have provided to us by contacting us at [webinfo@bridgewellres.com](mailto:webinfo@bridgewellres.com) or by calling 800-573-3553. If you would like us to delete some or all of your Personal Information from our databases, you must contact us at [webinfo@bridgewellres.com](mailto:webinfo@bridgewellres.com) or by calling 800-573-3553. Upon receipt of your request to delete your Personal Information from our databases, we will use commercially-reasonable efforts to remove your Personal Information from our databases; however, it may be impossible to remove residual Personal Information, in which case we will retain your Personal information in accordance with our retention and storage practices. Please note that all features of the App may not function properly or be available to you if we remove any or all of your Personal Information from our databases. Applicable law may further provide you with the right to not be discriminated against for exercising your rights under this Statement.

If you are a California resident, you have the right to request that we disclose to you the following information covering the 12-month period prior to your request: the categories of Personal Information we collected about you and the categories of sources from which we collected the Personal Information; the business or commercial purpose for collecting Personal Information about you; the categories of third parties to whom we disclosed Personal Information about you, and the categories of Personal Information disclosed; and the specific

pieces of Personal Information we collected about you. You can make a request by contacting us at [webinfo@bridgewellres.com](mailto:webinfo@bridgewellres.com) or by calling 800-573-3553.

## **Retention and Storage**

We may retain all Personal Information in our databases until you contact us and ask that we remove your Personal Information, unless applicable Law requires otherwise. Please note that even after you ask us to remove your Personal Information from our databases, it may be impossible to remove some Personal Information, such as information tracked in our web server log files and information that may reside in backup files. Further, we may retain Personal Information to comply with applicable Laws; to prevent fraudulent activity; to protect ourselves against liability and to pursue available legal remedies; to resolve disputes; and to enforce our contractual or other rights. Under no circumstances will we be required to delete Photographs in our database, and Photographs may be kept by us and used in accordance with this Statement indefinitely (though we have no obligation to store Photographs or to provide Photographs you uploaded back to you).

You understand and agree that Personal Information and Photographs collected and/or uploaded through the App will be stored in the United States. The App is operated from the United States and is not intended to (and shall not be deemed to) subject Bridgewell to non-U.S. jurisdiction or laws.

## **Contact Us**

To ask questions or comment about this Statement and our privacy practices, contact us at:

[webinfo@bridgewellres.com](mailto:webinfo@bridgewellres.com)  
Bridgewell Building Materials LLC  
Two Centerpointe Drive  
Suite 600  
Lake Oswego, OR 97035  
800-573-3553