# Privacy Policy Seattle CruisePark

This privacy policy applies to all Websites and Services offered by PRH Enterprises LLC, a Washington limited liability company (referred to as "Seattle CruisePark," "us," "we," "our"). By using the Website or Lots, you agree to the Terms and Conditions and this privacy policy.

Your privacy is important to us. We've laid out below what information we gather, how we use the information, and the limited circumstances when information may be shared. We recognize your right to confidentiality and are committed to protecting your privacy. We use the information that we collect to provide you with the best experience possible and to communicate with you about our products, services, and promotions.

If you have any questions about this privacy policy, please feel free to contact us through the Website or write to us at <a href="mailto:info@seattlecruiseparking.com">info@seattlecruiseparking.com</a>.

#### 1. **Personal Information**

#### 1.1. User Data

In order to use the Services, you will need to input certain information, including your first and last name, email address, mailing address, license plate number, cruise line and cruise dates ("User Data"). You are solely responsible for your User Data. You assume all risks associated with use of your User Data, including any reliance of its accuracy or completeness. Because you are solely responsible for your User Data, we make no guarantees regarding the accuracy, currency, or quality of any User Data.

Our servers automatically recognize the domain names and IP addresses of visitors to our website. No personal information about you is revealed during this process. Further, we may gather anonymous "traffic data" that does not contain personally identifiable information.

#### 1.2. Storage of Data

We will store User Data on commercial servers (Amazon Web Services, MSFT Azure, etc.) and subject to their policies.

#### 1.3. Payment Information

When you purchase services using the Website, your User Data, including credit card or debit card information, is processed, stored, and kept secure by a third-party payment processing service pursuant to the third-party payment processing services' terms of use. Your credit card information will be stored by the applicable third-party credit card processer in their restricted-access database. We currently use Braintree to process payments through our Website. By using our Services, you also

agree to <u>Braintree's Terms of Service</u> and <u>Privacy Policy</u> (or the terms of service of any successor or alternate payment processor to Braintree.

We assume no responsibility or liability for damages resulting from the third-party payment processing service's processing, storage, or other use of your credit or debit card information or any other User Data.

#### 2. Use of User Data

We use User Data to process your use of the Services, communicate with you about the Services, perform research and analysis about your use of, or interest in, our Services, bill for the Services, to the extent necessary to enforce our Terms of Use, to market Services to you, and to prevent imminent harm to people or property.

#### 3. Cookies

We use "cookies" to collect certain information from all users, including website visitors who do not use or purchase anything from us. A cookie is a string of data that our system sends to your computer and then uses to identify your computer when you return to our Website. We may collect information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Website that you visit, the time and date of your visit, the time spent on those pages and other statistics. We use this information to better engage with our users and enhance their overall experience. In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to improve the functionality of our Websites and Services.

## 4. Sharing User Data

#### 4.1. **Disclosure of User Data**

We take reasonable steps to protect all User Data against unauthorized access or release. We may share User Data (a) with our third-party service providers; (b) if another company acquires our company, business, or assets, with such acquiring company; and (c) as required by law and when we believe disclosure is reasonably necessary to comply with a judicial proceeding, court order, or legal process served on us, to protect our rights and the rights of our users, or to enforce or apply our Terms of Use or other policies or user agreements.

# 4.2. Notice of Other Disclosure

Other than as detailed above, we will provide reasonable notice to you when your User Data might go to third parties, and you will have an opportunity to choose not to share User Data.

## 5. Security of User Data

## 5.1. Reviews and Updates to Security Measures

We take appropriate security measures to protect against unauthorized access to or

unauthorized alteration, disclosure or destruction of User Data. We do internal reviews of our data collection, storage, processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to the systems where we store User Data. In addition, we restrict access to User Data to our employees, contractors, and agents who need to know certain information in order to process it on our behalf. These individuals and entities are bound by strict confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations. The security of your User Data is important to us, but remember that no method of transmission over the internet, and no method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your User Data, we cannot guarantee its absolute security.

# 5.2. **Security Breach**

If User Data is compromised as a result of a security breach, we will promptly notify you that your personal information may have been compromised via email, by posting a notice on our website, or as otherwise required by applicable law.

## 6. Updating and Deleting User Data

You may request corrections, updates, or deletion of your User Data by contacting us at <a href="mailto:info@seattlecruiseparking.com">info@seattlecruiseparking.com</a>. We will respond to your request within a reasonable amount of time from when we receive your request. Unless you request otherwise, we will retain your User Data for the purpose of providing the Services.

# 7. Opting Out

## 7.1. Not Providing User Data

You can choose not to provide User Data, although failing to provide User Data may prevent or inhibit your use of the Services and affect our ability to adequately respond to your requests.

## 7.2. Opting Out of Emails

If you do not want to receive e-mail or other mail from us, you can adjust your account settings to opt out of receiving such communications or choose to unsubscribe from the link in the e-mail that you no longer wish to receive.

## 8. Personal Information from Minors

We do not offer our Website or Services to, or market to, persons under the age of 18. In compliance with the Children's Online Privacy Protection Act, we will remove any information we receive from people we believe to be under the age of 13 from our database and cancel any corresponding reservations.

#### 9. **Indemnification**

You agree to indemnify and hold us, and our related entities, employees, officers, directors,

agents, shareholders, partners, and affiliates harmless from all claims and demands (including reasonable attorneys' fees and court costs) made by any third party due to or arising from use or misuse of the Services and the information provided through the Services and violation of the terms of this policy.

# 10. Choice of Law; Incorporation of Terms and Conditions

You agree that Washington state laws will govern this policy and any dispute that arises related to this privacy policy. You agree that the applicable state and federal courts of Washington state will have full and exclusive jurisdiction over all disputes related to this privacy policy. You agree that this Privacy Policy incorporates our Terms and Conditions by this reference, and any capitalize term used but not defined in this Privacy Policy will have the meaning given to in the Terms and Conditions.

#### 11. Conditions of Use, Notices, and Revisions

By using the Services, you consent to the collection, use, and disclosure of User Data according to the terms of this privacy policy. We reserve the right to modify or amend this privacy policy at any time. If we make material changes to this privacy policy, we will notify you by providing the updated privacy policy on our website or posting a notice on our website so that you are always aware of the information that we collect, how we use it, and under what circumstances we disclose it. Unless we clearly state otherwise, the changes to our privacy policy will affect only the information we collect after the effective date of the change.

If you have any questions or concerns regarding any of the terms of this privacy policy, please feel free to contact us at <a href="mailto:info@seattlecruiseparking.com">info@seattlecruiseparking.com</a>.

PRH Enterprises LLC PO Box 94500 Seattle, WA 98124

Last updated: 1/1/2020