

CRESCENTSILVERLLC.COM

PRIVACY POLICY

02-06-2018

Your privacy matters to Crescent Silver, LLC (“Crescent Silver.”) This Privacy Policy covers how Crescent Silver uses and shares information collected from and provided by users of the crescentsilverllc.com website (the “Site.”) By accessing or using the Site, through a personal computer, mobile device or any other means, or communicating with Crescent Silver through the Site, you agree to be bound by this Privacy Policy and by the CrescentSilverLLC.com Terms of Use (the “Terms.”)

Crescent Silver may update the Privacy Policy and/or the Terms from time to time. Such updates are effective upon posting to the Site. Your access to or use of the Site at any time constitutes acceptance of the Privacy Policy and Terms in effect at that time. In addition, use and disclosure of information collected or obtained at any time is subject to the Privacy Policy in effect at the time of such use or disclosure.

WHAT INFORMATION IS COLLECTED?

Crescent Silver, and any third party(ies) Crescent Silver engages to operate or maintain the Site, may collect both personal information – information that can be used to identify a person, such as a name, street or email address, telephone number, date of birth or credit or debit card information – and other types of information from users of the Site. See Corrections and Updates below for information about how you can correct, update or delete your personal information.

Crescent Silver may collect and store any information, including personal information, that you post on or provide through the Site or provide through any other means, for example when you inquire about Crescent Silver’s services. You can choose not to provide such information, but then you might not be able to access or use portions of the Site, or Crescent Silver might not be able to respond to your request or inquiry.

Crescent Silver may also automatically collect and store certain types of information from users of the Site, for example the name of the domain and host from which the user accessed the Internet, the IP address of the user’s computer, the user’s browser and operating system, the date and time the Site was accessed, and the Internet address of the website from which the user accessed the Site.

Crescent Silver may use tools such as “cookies,” which may be html files, flash files, or other technology. Cookies are small pieces of information stored locally on users’ computers to facilitate use of and interaction with the Site. Crescent Silver may use cookies to monitor use of the Site and to improve the operation and/or content of the Site. Crescent Silver may also set “session cookies” on the Site. Session cookies help users to visit different pages of the Site quickly and easily, and are not stored on the users’ computers. Many browsers allow users to delete, disable or turn off cookies and other tracking tools. Please consult the “Help” section of your browser for more information. By agreeing to this Privacy Policy, you consent to the use of cookies and session cookies as provided above.

The Site’s web server may also collect “log data.” Log data provides aggregate information about the number of visits to different pages on the Site. Crescent Silver and its third-party providers may use such aggregate log data to improve access to the Site and its content, based on users’ browsers and operating system types, to help make the Site available to as many users as possible. “Log data” is not linked to personal information collected through the Site.

HOW IS INFORMATION USED?

Crescent Silver may use your personal information:

- for the purpose for which it was provided or collected – for example, to subscribe to a newsletter or request information about a service;
- to develop, market, sell, or provide Crescent Silver’s products and services;
- to manage and develop Crescent Silver’s business and operations, administer accounts, and collect and process payments;
- to administer, maintain, and improve the Site;
- to comply with applicable laws, statutes, and regulations;

- to enforce the Terms, Crescent Silver's rights, and the rights of others;
- for any other purpose disclosed at the time the information is provided; and
- as specifically provided in the Terms and as you may otherwise agree.

In addition, Crescent Silver may, but is not obligated to, retain the content of any emails you send or information or data you provide by other means, including email address and other personal information, in order to respond to requests for information and questions, and comply with any legal requirements.

HOW IS PERSONAL INFORMATION SHARED?

Crescent Silver may share your personal information as follows:

- with third parties, including those located outside of the U.S., that perform functions on Crescent Silver's behalf, such as maintaining and operating the Site and processing payments. Crescent Silver does not authorize such third parties to use personal information for other purposes;
- as Crescent Silver believes necessary to comply with applicable laws, statutes, and regulations and/or to enforce this Privacy Policy and the Terms and to protect Crescent Silver's rights and the rights of others;
- as required by a court or government agency or to respond to a claim by the user or a third party;
- as part of a transfer of business assets – for example, in the event of a bankruptcy, merger, acquisition, sale, transfer of control, joint venture, or other business combination or corporate change involving Crescent Silver or its affiliates; and
- as you otherwise agree.

Crescent Silver may also share personal information with its affiliates, parent, and subsidiaries, but will not otherwise share personal information with any third party except as described in this Privacy Policy.

Crescent Silver may respond to a subpoena from a government agency, and disclose personal information, without prior notice to you. Unless prohibited by law or by a court order, Crescent Silver will use reasonable efforts to notify you of any subpoena received from any other party – for example, for civil litigation – that requires disclosure of your identity and to wait ten (10) days, or a lesser amount of time as required by the applicable deadline, before providing the requested personal information.

CORRECTIONS AND UPDATES

You may contact Crescent Silver at the contact information listed at the end of this Privacy Policy to view, delete or modify your personal information stored by Crescent Silver.

Crescent Silver reserves the right to verify the identity of any person making such a request; provided, however, that Crescent Silver will have no liability of any kind resulting from false or erroneous requests or any change or deletion made by Crescent Silver for any reason. Personal information collected and transferred to back-up or archival storage may be retained indefinitely, as necessary for Crescent Silver's business records and as required under applicable law.

CALIFORNIA PRIVACY RIGHTS DISCLOSURES

Crescent Silver does not authorize third parties to track, collect, or to use users' personal information over time and across third party websites for online behavioral advertising placement purposes. Some browsers may transmit "do not track" signals to websites and online services. Crescent Silver does not currently take any action or respond to such signals.

SECURITY

The Site has commercially reasonable security measures in place to protect against the loss, misuse, or alteration of information under Crescent Silver's control. While Crescent Silver strives to protect personal information, it cannot ensure, and does not warrant, the security of any information. Communication via the Internet is not failsafe, and there is always a possibility that data may be lost or intercepted by unauthorized parties during such transmission or after receipt by Crescent Silver. Crescent Silver will have no liability whatsoever in connection with any lost or intercepted data.

If Crescent Silver believes that the security of personal information in Crescent Silver's possession or control may have been compromised, Crescent Silver may seek to notify you, and may provide such notice by email if available.

LINKS

This Privacy Policy only applies to the Site, and not to any other website, including any websites accessed through links on the Site. Crescent Silver is not responsible for, and does not control, the privacy policies or practices of any other website, which may be different than those of Crescent Silver. Any information you provide to any other website will be subject to the privacy policy, if any, of that website.

CHILDREN

The Site is not directed at children and Crescent Silver does not knowingly collect personal information from children under the age of 13. Any parent or guardian who believes that his or her child has provided personal information to the Site without the parent's or guardian's consent should notify Crescent Silver at the contact information listed below.

APPLICABLE LAWS

Crescent Silver makes no representation that this Privacy Policy, the Terms or the Site comply with the laws of any jurisdiction other than the United States. Access to and use of the Site is at the user's own initiative and own risk. You are solely responsible for complying with all applicable local laws and waive any claim, cause of action, suit, penalty, fine, loss, damages, cost, or expense that may arise under such local laws.

CONTACT

For questions or concerns about this Privacy Policy, the Terms, the Site or for any purpose mentioned in this Privacy Policy, please contact Crescent Silver at:

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