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You may also communicate with us via e-mail, postal mail, telephone, the mobile applications, our website, and other services. We may issue notices via these various channels, including by sending e-mails to an address you provide us. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain emails and notices from mobile applications, and, when required by law, we will provide you with paper copies of notices upon request. You agree that you may make such a request by contacting us. To receive, access, and retain the notices we send via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these Terms of Use, you confirm that you are able to receive, access, and retain the notices we may send. You may update your contact information through the Services.

Privacy
Please review our Privacy Policy, which also governs your use of the Services. Additionally, to learn more about how we treat the information that you provide about your children, please review our Child Privacy Notice. For more information about the privacy practices of Publix Pharmacy, see the Publix Pharmacy Notice of Privacy Practices. The Privacy Policy, the Child Privacy Notice, and the Publix Pharmacy Notice of Privacy Practices are also incorporated into and made a part of these Terms of Use.
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Any health and wellness content presented on the Services is for general informational purposes only. Such content is not intended to replace or serve as a substitute for professional medical advice, diagnosis or treatment, nor is it intended as a guarantee of improvement of specific conditions or weight loss. You should regularly consult a physician or other health care provider in all matters relating to physical or mental health, particularly concerning any symptoms that may require a diagnosis or medical attention.

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Indemnities
You agree to hold harmless Publix, its subsidiaries and affiliates, and their respective shareholders, officers, directors, employees, agents, licensors and suppliers from any and all claims arising out of or related to your access or use of the Services or your inability to access or to use the Services or any other offerings rendered by Publix or its contractors in conjunction with the Services or your use of the Services.

Applicable Law
By using the Services, you agree that the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Publix.
Disputes

SUBJECT TO THE MANDATORY INFORMAL DISPUTE RESOLUTION PROCESS SET FORTH BELOW, ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SERVICES ("DISPUTE") SHALL BE SUBMITTED TO BINDING ARBITRATION IN TAMPA, FLORIDA, EXPECT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-COURTS COURT. IF YOU CAN DEMONSTRATE TO US THAT ARBITRATION IN TAMPA, FLORIDA WOULD CREATE AN UNDUE BURDEN TO YOU, WE WILL ALLOW YOU TO INITIATE THE ARBITRATION IN YOUR HOME STATE. ANY DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR. ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE ON THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.

PUBLIX AND YOU AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM. YOU AND PUBLIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON.

THE ARBITRATOR SHALL APPLY FLORIDA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE OR IF THERE IS A CHALLENGE OR APPEAL, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN TAMPA, FLORIDA. If for any reason a claim, challenge or appeal may proceed in court rather than in arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY.

Before either Party may initiate an arbitration proceeding, you and Publix agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement.
you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your Dispute (the “Notice”) to Publix. The Notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable Publix to identify any transaction at issue. The Notice must also include a detailed description of (1) your Dispute; (2) the specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought. Your Notice shall be personally signed by you and sent to Publix at: Publix Super Markets, Inc., 3300 Publix Corporate Parkway, Lakeland, FL 33811 Attention: General Counsel. If Publix intends to initiate an arbitration proceeding, it will send a Notice to you at the contact information we have on file. If requested by Publix as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the Dispute between you and Publix. If the Dispute is not resolved within 60 days after receipt of the Notice (or the longer period agreed to by the Parties), you or Publix may proceed with individual arbitration (this informal process is a condition precedent to doing so.). Compliance with and completing this informal dispute resolution process is a condition precedent to filing any formal dispute resolution proceeding, including a demand for arbitration. A court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration. If the sufficiency of a Notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either Party’s election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

If the Parties are not able to resolve the Dispute through the mandatory informal dispute resolution process referenced above, either Party may initiate an individual arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the nature and basis for the claim and includes all of the information required in the Notice. The Party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process.
If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules. Regardless of who initiates the arbitration, Publix will pay any other arbitration fees, including your share of arbitrator compensation. If the arbitrator rules against Publix, in addition to accepting whatever responsibility is ordered by the arbitrator, Publix will reimburse your reasonable attorneys' fees and costs, regardless of who initiated the arbitration, unless the arbitrator finds some or all of your claims to be frivolous or to have been brought in bad faith. In addition, if the arbitrator rules in our favor, we will not seek reimbursement of our attorneys' fees and costs, regardless of who initiated the arbitration, unless the arbitrator finds some or all of your claims to be frivolous or to have been brought in bad faith.

To help resolve any issues between us promptly and directly, you and Publix agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived.

This paragraph sets forth additional procedures that apply to mass arbitrations. If twenty-five (25) or more similar claims are asserted against Publix by the same or coordinated counsel or are otherwise coordinated, you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed. Counsel for the claimants and counsel for Publix shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this bellwether process. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings after conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the Parties agree otherwise. Identical sets of arbitrators shall not be assigned to sets of bellwether proceedings. This staged process shall continue with thirty (30) cases in each set of bellwether proceedings, consistent with the parameters identified above, including that the remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed, until all the claims included in these coordinated filings, including your case, are adjudicated, settled, or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to these additional procedures that apply to mass arbitrations from the time the first cases are selected for a bellwether process until
the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. You and Publix agree to engage in this process in good faith. A court shall have the authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Publix.

This “Disputes” provision shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, any membership programs or subscription services and your relationship with Publix. Any amendments to this provision shall not affect any then active or pending arbitration proceeding.

**Intellectual Property Claims by Publix**

In the event of intellectual property claims by Publix against you, Publix shall have the right to litigate such claims in any state or federal court in Tampa, Florida, and you consent to the exclusive and mandatory venue in such courts.

**No Waiver**

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**Contact Us**

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Updates to Privacy Policy

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Categories of Information That We Collect

In the course of operating our business, we collect a range of personal information. That information includes:

- Identifiers, such as your name, physical address, email address, social media handle, Club Publix and GreenWise Market identifiers, phone number, IP address, device identifiers, signature, government identifiers collected for certain sales and ID verification, and identifiers associated with cookies, pixels or other similar technologies;
- Financial information, such as payment card information;
- Health and insurance information, such as prescription information if you are a customer of our pharmacies;
- Demographics, such as your age and gender;
- Transactional information, such as records of your purchases and orders, products you like, coupons or offers you select, and content you access, download, or view via the Services;
- Internet or other electronic network activity, such as information about how you use, access, or interact with the Services or our emails, including but not limited to information about how you use your mouse, keyboard, and other input devices when accessing the Services; information about your activities on other online services; and information about your browser and device;
- Location information, such as city and state you provide, or location information derived from your device or browser, subject to the settings on your device or browser;
- Records of communications with our customer care teams or digital assistants for training, recordkeeping, fulfillment, and quality assurance purposes;
- Video recordings in public areas for security, safety, asset protection and other operational purposes, such as measuring traffic patterns and protecting and improving our business;
- Survey responses; and
- Inferences regarding your preferences or other characteristics based on the information we collect or obtain from other sources.
Please read below for more information about the information we collect.

**Information That We Collect from You**

You may be able to use some of our Services or conduct in-store business with us without providing any personal information to us. However, in order to take advantage of certain features, offerings, or other functions available in stores or on our Services, you may be asked or required to provide personal information. For example, depending on the feature or service you wish to access, we may ask you to register an account with us, provide identification, or otherwise collect information from you such as your name, address, e-mail address, telephone number, credit card information, household information, demographic information, and/or information about your interests. You can always choose to not provide us with the requested information; however, if you choose to not provide such information, you may not be able to engage in certain in store transactions or access or use certain features or functions of the Services. When you shop in our stores or on our website, we may collect information about the products or services you buy when you use a payment card, the Publix App or enter a number at the register.

To the extent that you provide us with a mobile telephone number you hereby:

- represent that you are the account holder and subscriber for the mobile telephone number that you provide, or that you have the account holder and subscriber's permission to receive text messages and/or phone calls at that telephone number;
- agree to receive, and authorize us to deliver or cause to be delivered to you, calls and SMS/text messages for any purpose, including advertising, using an automatic telephone dialing system or an artificial or pre-recorded voice;
- agree to notify us promptly if the mobile telephone number you have provided changes;
- agree to indemnify us in full for all claims, expenses, costs, and damages related to, arising under, or caused by, in whole or in part, your failure to notify us promptly if the phone number you have provided changes, including but not limited to, all claims, expenses, costs, and damages related to or arising under the Telephone Consumer Protection Act; and
- understand and agree that your agreement to these terms is not required as a condition of purchasing any property, goods, or services and that, based on your plan with your mobile carrier, normal usage rates and fees, including data fees and text message rates, may apply to text messages and/or phone calls delivered by Publix or on Publix’s behalf.

**Information We Collect from Other Sources**

We may also receive information about you from other sources, including third parties that help us: update, expand, and analyze our records; identify new customers; collect information on our behalf; and prevent or detect fraud. We may also receive information about you from social media platforms websites and third party applications, including but not limited to when you interact with us on those platforms, access our social media content, or use your social media login credentials to access our
Services. The information we receive from these sources may include, but is not limited to, identifiers, demographics, education information, address information, Internet or other electronic network activity, and inferences about your preferences or other characteristics. The information we will be able to receive will be determined by the privacy settings, policies, and/or procedures of the applicable third party platform, website or service.

**Information We Collect Automatically**
When you use the Services, we or third-parties may collect information about how you access, use, or otherwise interact with the Services, our emails, and online advertising. This information is collected for various reasons, including to help ensure that the Services continue to work correctly, to improve the Services, to support marketing campaigns (including targeted advertising), to understand our customers and how they use the Services, and to offer you a more personalized experience. The information collected may include technical information such as your IP address, the type of device or browser that you use to access the Services, the operating system on your device, the website or other online service that directed you to our Services, the URLs of the websites you visited before visiting our site, numeric identifiers for your mobile device, identifiers for advertising, identifiers generated from secure hash algorithms, session times and durations, how you use your mouse, keyboard, and other input devices to interact with the Services, and the content that you view on the Services. For more information about how this information is collected, please see our Cookies and Other Tracking Technologies section below.

**Information Collected from Mobile Devices**
When you access our Services via a mobile device, Publix or its third-party service providers may collect various information, including the type of mobile device you use, the temporary or persistent device identifier associated with your device, the IP address of your mobile device, the device’s operating system, the browser you use to access the Services, information about how you use the Services, and your device’s location as described below.

You may be able to use our mobile applications to scan barcodes or take images of products or prescription bottles in order to create shopping lists or conduct transactions. To do so, our mobile applications may request permission to access your camera and photo files. Please note that some features of our mobile applications and/or Services may not be usable or available to you if you do not grant us such permission.

**Location information.** Our mobile applications and websites may also collect precise information about the location of your device after you permit us to obtain such information from technologies such as Bluetooth beacons, GPS, Wi-Fi signals, or cell tower signals. We may also use technologies to determine if you are shopping in one of our stores by relying on signals transmitted by your mobile devices. We collect this information to provide you with services, content and offers based on your location. For
example, we may use our mobile applications to provide you with the location of nearby stores and 
deals available in those stores. You may be able to enable our Services to notify us when you enter one 
of our stores so that we can prepare any orders you may have or to let you know about the events and 
deals available in the store. To opt out of the collection of precise location or presence information, you 
can adjust the permissions on your mobile device or uninstall our mobile applications. Publix has no 
control over your device’s settings. And adjusting these settings does not completely eliminate the 
ability of others to develop location information about your device.

**Protected health information.** We understand that the privacy and security of your health information 
is important to you. When you shop or interact with our pharmacies, we have procedures in place to 
protect your health information. Our Notice of Privacy Practices is available at Publix Pharmacy Notice of 
Privacy Practices.

**Information you give us about others.** You may give us information about other people, such as the 
name and address of a gift recipient, or the name and contact information of someone who will pick up 
items for you at a store. We will only use this information for the specific reason you provide it.

**Why Do We Collect Your Information**

We use the information we collect to:

- deliver promotional and marketing materials to you via physical mail and electronically 
  regarding Publix and its products and services;
- fulfill your requests for our products, programs, or services;
- complete and manage purchases, orders, refunds, returns and exchanges;
- respond to your inquiries;
- offer you other products, programs, or services that we believe may be of interest to you;
- conduct surveys;
- achieve the purposes for which you provided the information;
- conduct research, analysis or market studies;
- enhance our products, services, or business operations;
- prevent or detect fraud;
- deliver marketing communications, special offers, or advertisements that may be of interest 
to you, including the delivery of targeted advertisements that are based on your previous 
online activity on the Services and other third-party services (for example, if you view a page 
on our website about a particular product, you may receive an online advertisement for that 
product or a related product on a different area of our Services or on other websites on the 
Internet you visit);
- create and deliver personalized content, offers, services, and advertising, including 
personalized content based on the precise location information we collect from mobile 
devices or the location that we infer from your IP address or other information;
- maintain and administer your Club Publix or GreenWise Markets accounts or other accounts 
or memberships you may have with us;
- conduct promotional activities, including contests;
- communicate with you regarding your accounts, purchases, or other issues;
- protect the rights or safety of you, us or others; and
• comply with and enforce applicable legal requirements, contractual obligations (including our contractual obligations with you, such as through our Club Publix and GreenWise Markets programs, if applicable, or digital properties’ terms of use), relevant industry standards, and our policies.

We may combine the information we collect from you with information that we collect from other sources.

How Do We Disclose Your Information

We may share any of the categories of personal information we collect in the following circumstances:

• We may share information with our service providers, partners and advertisers for our legitimate business purposes, but we do not monetize your personal information by selling or renting it for monetary compensation to outside parties.

• We may transfer your personal information to our service providers, partners and advertisers which use that information to conduct business on our behalf, including but not limited to, hosting our Services, delivering transactional communications, delivering advertising, fulfilling orders, and processing payments.

• We may share information with social media and other entities to deliver advertising to you or to deliver advertising to individuals who may share your interests.

• We may share anonymized information with our service providers, partners and advertisers. Anonymized information is information that is altered, combined, or otherwise processed so that it can’t reasonably be identified with an individual person.

• We may share certain information that does not directly identify you (e.g. IP addresses and unique ID numbers associated with your device, such as your advertising ID) with third parties for their own use, including for advertising and marketing purposes.

• We may disclose the information to third parties when we are required to do so by any law, regulation, court order, subpoena, law enforcement, or other regulatory requirement.

• We may disclose the information if we believe that such disclosure is necessary or appropriate to comply with applicable law; operate the Services; protect the rights, property or safety of Publix, other users of the Services, partners, affiliates, sponsors, providers, licensors, merchants, or others; prevent harm or loss; or in connection with an investigation of suspected or actual unlawful activity.

• We may disclose the information in association with any potential or actual sale or other transfer of some of our business assets.

• We may disclose information subject to your consent or as necessary to fulfill the purposes for which the information was collected.
Public Information
If you post comments, pictures, or other content via public forums that may be available on the Services, that information may be publicly available. The information may be searchable by search engines and copied or republished by third parties. We have no control over those third parties. Please think carefully before you post any information via the Services.

Interest-based Advertising
You can opt out of interest-based advertising from third-party providers who follow the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising at www.aboutads.info/choices.

Your Options Regarding the Information that We Collect
You may choose to:
• Stop receiving marketing or promotional e-mails, direct mail, phone and mobile marketing communications;
• Update and correct the information that you provide to us; or
• Request that we cancel your account or that we no longer use the information you have given us to provide you services.

To exercise your choices, you may:
• Opt out of receiving marketing or promotional communications by following the directions in a marketing e-mail, direct mail, or mobile communication that you receive from us;
• Log in to your Publix Account at https://www.publix.com/myaccount/ to update your information or change your communications preferences;
• Return to the area of our Services at which you signed up for a particular program and modify your information;
• Call 800-242-1227 with your request and current contact information; or
• Contact us online with your request and current contact information.

If you opt-out using the directions and/or mechanisms provided in a specific type of communication, please be aware that you may only stop receiving that type of communication unless you exercise another option as described herein. Please note that if you request that your information no longer be used to provide you services, Publix or its vendors may retain your information for Publix’s business purposes, such as for backups, analysis, records of deletions, legal requirements, and data retention requirements or policies.
You may, depending on applicable laws, have certain rights regarding your personal information. For example, you may have the rights to:

- **Access**: asking us to confirm whether we process your information and to provide access to the personal information we process;
- **Correct**: asking us to correct inaccurate personal information;
- **Delete**: asking us to delete personal information we process;
- **Portability**: asking us to provide a copy of the personal information we collect in a portable and, to the extent technically feasible, readily usable format that facilitates transfer to another entity;
- **Opt Out of Targeted Advertising**: asking us to not process your personal information for targeted advertising;
- **Opt Out of Sales**: asking us to not sell your personal information for monetary consideration; and
- **Opt Out of Profiling**: asking us to not use your personal information to generate profiles used to support decisions that produce legal or similarly significant effects.

If you are a Virginia resident and would like to learn more about your rights under Virginia Law or to exercise your rights, including to appeal any decision we make to not take action regarding a request, please visit [https://www.publix.com/virginia-consumer-privacy](https://www.publix.com/virginia-consumer-privacy).

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We may also use technologies that let us know whether you viewed certain content, whether you viewed our emails or other electronic communications, and whether the advertising we place on the Services and other websites or mobile applications is effective.

One of the services we use to learn about how you and others use the Services is Google Analytics. You can learn more about how Google uses the information it collects at: https://www.google.com/policies/privacy/partners/.

Our digital properties are not designed to respond to “do not track” requests from browsers. Visit the following website, www.allaboutdnt.org, for more information on this developing area.

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The Services may contain links to content or integrated content (like embedded videos) provided by third parties. The information practices of those third parties may differ from ours. You should consult the privacy policies of any third party that provides content that you access through the Services as we do not control and are not responsible for the information that they collect, use, or share. Because your web browser may obtain integrated content directly from third-party servers, the third parties may be able to collect information as if you had visited their sites directly. Some of the third parties that provide content on our Services or support our business by facilitating online advertising, analytics, or research may use technologies to track your online activities over time and across various websites and other online services.

Security
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Protecting Children’s Privacy
We do not knowingly solicit or collect personal information from children under the age of 13 without parental consent. If you believe that a child under age 13 may have provided us with personal information without parental consent, please contact us.
Questions about Our Privacy Policy
Please let us know if you have any questions about our Privacy Policy by contacting us online.

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