

# WEBSITE TERMS OF USE

**Last Modified: September 2024**

## Acceptance of the Terms and Conditions

These terms and conditions are entered into by and between You and PS HoldCo, LLC and its related affiliates, subsidiaries, and parents (“Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of those websites, pages, features, content, platforms and services that we own or operate (collectively referred to herein as the “Website”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

This Website is offered and available to users who are 19 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and/or international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a copy to your computer or mobile device solely for your own use, provided you agree these Terms of Use apply to such and you agree to be bound by any end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218 ATTN: General Counsel.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted

are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### Trademarks

The Company name, the terms on the site, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

### Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

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

### User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

### Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates any part of these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and/or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of the copyright infringement to PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218, ATTN: General Counsel. The Company will review such notice and take those actions it deems appropriate in its sole and absolute discretion against validated infringers.

### Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. The Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### [Changes to the Website](#)

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### [Information About You and Your Visits to the Website](#)

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in accordance with the Privacy Policy.

### [Online Purchases and Other Terms and Conditions](#)

All purchases through the Website or other transactions for the sale of goods, services, or information formed through the Website, or as a result of visits made by you are governed by these Terms of Use. Additional terms and conditions may also apply to specific portions, services or features of the Website. Any such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### [Linking to the Website and Social Media Features](#)

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send e-mails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any 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. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

### [Links from the Website](#)

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them and disclaim all liability for any loss or damage of any kind that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### [Geographic Restrictions](#)

The owner of the Website is based in the State of Alabama in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### [Disclaimer of Warranties](#)

You understand, acknowledge, and agree that we cannot and do not guarantee or warrant that files available for accessing and/or downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR ACCESSING AND/OR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT

DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, 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 Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

#### Governing Law and Jurisdiction

All matters relating to the Website 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 Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction). In the event that the Arbitration provision herein is found to be invalid or unenforceable then any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama, in each case located in the City of Birmingham and County of Jefferson. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. This provision shall not limit the enforceability of the foregoing Arbitration provision in any way but shall only be applicable should such Arbitration provision be found invalid or unenforceable.



## Arbitration

**ANY DISPUTE, CONTROVERSY OR CLAIM OF ANY KIND AND NATURE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE TERMS OF USE, THE WEBSITE, OR USE OF THE WEBSITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING ALABAMA LAW. THE ARBITRAL TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. YOU AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE TRIBUNAL'S POWER TO RULE ON ITS OWN JURISDICTION AND THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE, THE TRIBUNAL HAS NO POWER TO RULE ON THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS.**

**IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THE ARBITRATION AGREEMENT WILL REMAIN IN FORCE.**

## 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 WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## Waiver and Severability

No waiver by the Company of any term or condition set forth 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 Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision or of any other right or provision. If any provision of these Terms of Use is held by an arbitrator, an arbitral tribunal, a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Entire Agreement

The Terms of Use, our Privacy Policy, and any applicable terms of sale or other terms and conditions that are incorporated by reference into these Terms of Use constitute the sole and entire agreement between you and PS HoldCo, LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the

Website. In the event of a conflict between these Terms of Use and any other applicable agreement, the terms of such other agreement shall govern.

### Your Comments and Concerns

This website is operated by PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218. All notices of copyright infringement claims should be sent to the following via united states mail: PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218. Should you have a disability that prevents or limits your ability to access this policy, please call us at 205.788.4000. We will work with you to provide this notice in an alternative format.

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## WEBSITE PRIVACY POLICY

**Last Modified: September 2024**

### Introduction

PS HoldCo, LLC and its related affiliates, subsidiaries, and parents (“Company,” “we,” or “us”) respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes our privacy practices for all websites, pages, forums, features, content, platforms, apps, and other services that we own or operate (collectively referred to herein as the “Website”), and the types of information we may collect from you or that you may provide when you visit the Website. You consent to the data collection, use, disclosure, storage, sharing and other practices described in this Privacy Policy when you use the Website, including when you access any content or videos.

This policy applies to information we may collect:

- On the Website.
- In email, text, and other electronic messages between you and the Website.
- Through mobile and desktop applications you download from the Website, or from an applicable app store, which provide dedicated non-browser-based interaction between you and the Website.
- When you interact with our advertising, with advertising of third-parties located on Website, and applications on third-party websites and services, if those applications or advertising include links to this policy.
- When you place a telephone call or other telecommunications transaction or connect with a third-party through an action taken on the Website.

It does not apply to information collected by:

- Any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Website, which is not owned or operated by Company.

Please read this policy 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 Website. By accessing or using the Website, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of the Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### Children Under the Age of 16

The Website is not intended for children under 16 years of age. No one under age 16 may provide any information to or on the Website. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information on the Website or on or through any of its features. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at: PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218.

### Information We Collect About You and How We Collect It

We collect several types of information from and about users of the Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, or any other identifier by which you may be contacted online or offline (“**personal information**”);
- That is about you but individually does not identify you; and/or
- About your internet connection, the equipment you use to access the Website, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

### Information You Provide to Us

The information we collect on or through the Website may include:

- Information that you provide by filling in forms on the Website. This includes information provided at the time of registering to use the Website, subscribing to a service, making a subscription requests, posting material, registering for an event, submitting an application or information related to an employment opportunity, or requesting further services. We may also ask you for information when you enter a contest or promotion, request a demo, and when you report a problem with the Website.
- Information you provide to us in a chat feature or that you otherwise choose to share.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through the Website and of the fulfillment of any orders and/or requests. You may be required to provide financial information before placing an order through the Website.

- Your search queries on the Website.
- Information submitted as a result of commenting on or downloading information from the Website.
- Information submitted or gathered as a result of entering into a contest, voting in polls, or otherwise express an opinion, to connect with other people or services or participate in an online forum or community.
- Digital recordings of telephone conversations when You connect with Company, or a third-party using information obtained from or an action taken on the Website.
- Call detail records of data record produced by a telephone call or other telecommunications transactions. The record contains various attributes of the call such as time, location, duration, completion status, source number and destination number.

You also may provide information to be published or displayed (hereinafter, “**posted**”) on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. Additionally, we cannot control the actions of other users of the Website 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.

#### Information That is Passively or Automatically Collected

As you navigate through and interact with the Website, we, and our “Partners” which may include third party service providers, advertisers, advertising networks and platforms, agencies, and distribution or other partners may use automatic data collection technologies to collect certain information about you, your equipment, your device used to access, or in connection with the Website, browsing actions, and patterns. A representative, non-exhaustive list of the types of automatically collected information may include:

- Network or Internet protocol address and type of browser you are using (e.g., Chrome, Safari, Firefox, Internet Explorer), the type of operating system you are using, (e.g., Microsoft Windows or Mac OS), the name of your Internet service provider (e.g., Comcast, Verizon or AT&T) and domains used by such providers, mobile network, device identifiers (such as an Apple IDFA or an Android Advertising ID), device settings, device attributes, browser settings, the web pages of the Services you have visited, Services visited before and after you visit a Service, the type of handheld or mobile device used to view the Service (e.g., iOS, Android), location information, and the content and advertisements you have accessed, seen, forwarded and/or clicked on.
- Details of your visits to the Website, including traffic data, tracking of your sessions, your activity on the Website, location data, logs, and other communication data and the resources that you access and use on the Website.

If you are accessing a service from a mobile device or through a mobile application, you may be asked to share your precise (GPS level) geo-location information with us so we can customize your experience on our Website or on other services, when we work with a Partner such as a third party mobile ad platform. You may also choose to provide your location, such as when searching for services in a particular area or customizing the service offered. If you agree to such collection, in most cases, you will be able to turn off such data collection at any time by accessing the privacy settings of your mobile device and/or through the settings in the applicable mobile application.

You may also be able to engage with Website through social media services or other third-party platforms, such as Facebook, including through third-party social media plug-ins, integrations and applications. When

you engage with our content on or through social media services or other third-party platforms, plug-ins, integrations or applications, you may allow us to have access to certain Information in your profile and your interaction with our content. This may include your name, e-mail address, photo, gender, birthday, location, an ID associated with the applicable third party platform or social media account user files, like photos and videos, your list of friends or connections, people you follow and/or who follow you, or your posts or “likes.” For a description on how social media services and other third-party platforms, plug-ins, integrations or applications handle your information, please refer to their respective privacy policies and terms of use, which may permit you to modify your privacy settings.

We or a Partner may use “cookies” or similar technologies to associate your information with a unique identifier that then associates that information with your device or browser. Information about how these technologies work and how we may use them are described in the following section of this policy. Sometimes, we may associate cookies with information, including de-identified, “hashed,” or pseudonymous information you have provided (such as during registration), in order to send or help our Partners send ads and offers based on your presumed interests or demographic information. We may combine any of the information we collect, for any of the above purposes, and may sometimes enhance the information with other information that we obtain from third party sources.

### [Cookies and Other Tracking and Ad-Targeting Technologies](#)

We may use cookies and other technologies to provide the Website to you, to advertise to you, and for other purposes. We also may work with Partners to help them advertise to you when you visit other websites or mobile applications, and to help them perform user analytics. These technologies may also be used to analyze how users interact with advertising on the Website and elsewhere, and more generally, to learn more about users and what services or offers you might prefer to receive.

By visiting the Website, whether as a registered user or otherwise, you acknowledge, and agree that you are giving us your consent to track your activities and your use of the Website through the technologies described herein, as well as similar technologies developed in the future, and that we may also use such tracking technologies in the emails we may send to you. Furthermore, by visiting the Website you consent to the data collection, use, disclosure, storage, sharing and other practices described in this Privacy Policy when you use the Website, including when you access any content or videos.

We describe some of these technologies below.

- **Cookies.** To enhance your online experience, we and our Partners may use “cookies”, “web beacons” or other tracking technologies. Cookies are text files placed in your device’s browser to store your preferences. We may use cookies or other tracking technologies to understand Website and Internet usage and to improve or customize the products, content, offerings, services or advertisements on the Website. For example, we may use cookies to personalize your experience at the Website (e.g., to recognize you by name when you return to the Website and save “favorited” items to your user account), save your password in password-protected areas, and enable you to use shopping carts for a service provided on the Website. We also may use cookies or other tracking technologies to help us offer you products, content, offerings or services that may be of interest to you and to deliver relevant advertising when you visit the Website, or when you visit other websites or applications. We or a third-party platform with whom we work may place or recognize a unique cookie on your browser to enable you to receive customized content, offers, services or advertisements on the Website or other sites. These cookies contain no information intended to identify you personally. The cookies may be associated with de-

identified demographic or other data linked to or derived from data you voluntarily have submitted to us (e.g., your email address) that we may share with a service provider solely in hashed, non-human readable form. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the Website

We, our third-party service providers, advertisers, advertising networks and platforms, agencies, or our Partners also may use cookies or other tracking technologies to manage and measure the performance of advertisements displayed on or delivered by or through the Website. This also helps us, our service providers and Partners provide more relevant advertising.

- **Google Analytics.** We may use Google Analytics, which is a web analytics service provided by Google, Inc. (“Google”) and similar services to collect certain information relating to your use of the Website. Such services may use cookies to help analyze how users use the Website. You can find out more about how Google uses data when you visit the Website by visiting “How Google uses data when you use our partners’ sites or apps”, (located at [google.com/policies/privacy/partners/](https://google.com/policies/privacy/partners/)).
- **Syncing Cookies and Identifiers.** We may work with our Partners (for instance, third-party ad platforms) to synchronize unique, anonymous identifiers (such as those associated with cookies) in order to match our Partners’ uniquely coded user identifiers to our own. We may do this, for instance, to enhance data points about a particular unique browser or device, and thus enable us or others to send ads that are more relevant, match users to their likely product interests, or better synchronize, cap, or optimize advertising.
- **Flash Cookies.** Certain features of the Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on the Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see the Section titled Choices About How We Use and Disclose Your Information.
- **Web Beacons.** We and our Partners may also use “web beacons” or clear GIFs, or similar technologies, which are small pieces of code placed on the Website, or in an email, to monitor the behavior and collect data about the visitors viewing the Website or email. For example, web beacons may be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing the Website, or to record the popularity of certain website content and to verify system and server integrity. Web beacons may also be used to provide information on the effectiveness of our email campaigns (e.g., open rates, clicks, forwards, etc.).
- **Mobile Device Identifiers.** In connection with any mobile app that we offer as part of the Website, we may collect Information such as mobile identifiers (e.g., IDFAs and Android Advertising IDs), and information connected to how mobile devices interact with the Website and those using the Website and our services. We may use this technology to deliver or help our Partners deliver certain advertising through mobile applications and browsers based on information associated with your mobile device. For information about how you may be able to opt out of receiving targeted advertising, see the Section titled "Choices About How We Use and Disclose Your Information."
- Our unaffiliated Partners and third parties may themselves set and access their own tracking technologies when you visit the Website and they may have access to information about you and your online activities over time and across different websites or applications when you use the Website. Their use of such tracking technologies is not in our control and is subject to their own privacy policies.

- We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you may be able to opt out of receiving targeted advertising, see the Section titled "Choices About How We Use and Disclose Your Information."
- In addition to the above, we also may use these technologies to collect information about your online activities over time and across third-party websites or other online services. While you may disable the usage of cookies through your browser settings, we currently do not respond to a "Do Not Track" signal in the HTTP header from your browser or mobile application due to lack of standardization regarding how that signal should be interpreted. To find out more about "Do Not Track" you may wish to visit <http://www.allaboutdnt.com>.

## How We Use Your Information

We, along with our Partners, may use the information to:

- Present the Website and its contents to you.
- Provide customer service.
- Provide you with information, products, subscriptions, or services that you request from us.
- Respond to your inquiries.
- Fulfill any other purpose for which you provide it.
- Provide you with notices about your account, including expiration and renewal notices.
- Provide you with notices through your Website account or by email about products or services with which you have interacted on the Website, include updates about product listings or price changes for items you have viewed on the Website, marked as a "favorite", or otherwise saved to your user account.
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- Notify you about changes to the Website or any products or services we offer or are provide though it.
- Allow you to participate in interactive features on our Website.
- Detect and prevent fraud, abuse, security incidents, and other harmful activity.
- Conduct security investigations and risk assessments.
- Enforce our Terms and Conditions and other policies.
- Comply with applicable laws.
- Personalize, measure, and improve our advertising.
- Communicate with you about other products, programs or services that we believe may be of interest to you.
- Customize or personalize ads, offers and content made available to you based on your visits to and/or usage of the Website or other online or mobile websites, applications, platforms or services, and analyze the performance of those ads, offers and content, as well as your interaction with them.
- Provide automated marketing calls or text messages.
- Provide marketing via email to you.
- In any other way we may describe when you provide the information.

- Assess customer satisfaction, train and develop staff, review call quality, and to have access to a verbal record of the conversation in the event of a subsequent complaint.
- For any other purpose with your consent, for which you have provided consent, or related to efforts to establish consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. For more information, see "Choices About How We Use and Disclose Your Information."

### Information Sharing and Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect, or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business. This may include service providers and other third parties that (a) conduct research and analytics; (b) create content; (c) provide customer, technical or operational support; (d) conduct or support marketing (such as email or advertising platforms); (e) fulfill orders and user requests; (f) process payments; (g) host services, forums and online communities; (h) administer contests and promotions; (i) maintain databases; (j) send or support online or mobile advertising; (k) otherwise support the Website; and (l) provide analytics associated with verification and authentication support.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of PS HoldCo LLC's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about the Website users is among the assets transferred.
- To fulfill the purpose for which you provide it. If You provide personal information in an application for employment or as may be otherwise related to an employment opportunity then such may be provided to potential employers and associated entities.
- We may share the information with companies and services that are affiliated with the Company, so that they can provide, improve and communicate with you about their own products and services.
- For any other purpose disclosed in this policy.
- For any other purpose disclosed by us when you provide the information, or to verify or authenticate the information provided
- For any other purpose for which you have provided consent.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our Terms of Use, other policies, and other agreements, including those for billing and collection purposes
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of PS HoldCo, LLC, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- If we believe disclosure is necessary to detect and prevent abuse, security incidents, and other harmful activity.



- If we believe disclosure is necessary to conduct security investigations or risk assessments.
- We may share the Information with unaffiliated Partners and third parties (e.g., our third-party service providers, advertisers, advertising networks and platforms, agencies, other marketers, magazine publishers, retailers, and participatory databases) that wish to market products or services to you. Please note that the services covered by this Privacy Policy may offer content (e.g., contests, sweepstakes, promotions, demos, applications, or social network integrations) that is sponsored by or co-branded with identified third parties. By virtue of these relationships, the third parties may obtain information from their visitors. We have no control over these third parties' use of this information, which is subject to their own privacy policies.

### Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** Your browser may give you the ability to control cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of the Website may then be inaccessible or not function properly. Some websites have "do not track" features that allow you to tell a website not to track you. We currently do not respond to a "Do Not Track" signal in the HTTP header from your browser or mobile application due to lack of standardization regarding how that signal should be interpreted. To find out more about "Do Not Track" you may wish to visit <http://www.allaboutdnt.com>.
- **Promotional Offers.** If we have sent you a promotional or marketing email, you may click on the unsubscribe link included therein to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience, or other transactions. If you have saved a product in your user account and do not want to receive price alerts about that item, you can opt out of price alerts within your user account or click the "unsubscribe" link in the price alert email.
- If you participate in a Website forum and wish to opt out of receiving messages through such forum, you can opt out by mail stating your request to PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218.
- **Targeted Advertising.** We may work with online advertising vendors to provide you with relevant and useful ads. This may include ads served on the Websites or device applications. This may also include ads served on other companies' websites. These ads may be based on information collected by us or third parties. For example, information a third party collects when you register for a website, like your zip code. This might be used to target an ad for people in your area. These ads may also be based on your activities on our websites or on third party websites. To learn more about interest-based ads and to opt out of certain types of interest-based advertising and certain other uses of information collected over time and across different online services and devices you can go to [optout.aboutads.info](http://optout.aboutads.info). To opt out of certain interest-based advertising associated with your use of device applications, you may be able to adjust your device settings, such as via the "Limit Ad Tracking" setting for iOS devices or the Android "Opt out of Ads Personalization" setting for Android devices. Please see the support materials for your operating systems or devices for more information. Some of the social media platforms we may work with may serve you with interest-based advertising on their platforms. In

addition to or instead of the opt-out mechanism linked above, you may be able to opt out of their interest-based advertising by changing your advertising preferences in the platforms after you log in.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s website at <https://www.networkadvertising.org>. In addition, you may be able to learn more about these third-party companies, cookies and how to “opt-out” of this type of advertising by going to <http://www.aboutads.info/choices/>.

- **Do Not Track Signals.** Some websites have “do not track” features that allow you to tell a website not to track you. We currently do not respond to a “Do Not Track” signal in the HTTP header from your browser or mobile application due to lack of standardization regarding how that signal should be interpreted. To find out more about “Do Not Track” you may wish to visit <http://www.allaboutdnt.com>.

California residents may have additional personal information rights and choices. Please see the "Your California Privacy Rights" section for more information.

### Mobile Applications

From time to time, we may offer certain mobile applications, including iOS and/or Android applications (“Apps”), for download. We will use commercially reasonable efforts, given the limitations imposed upon us by third party providers such as Apple, Inc. and Google, Inc., to clearly disclose what, if any information is collected by the particular App, how it is used, and with whom it is shared. Please note, certain practices are outside of our control, for example, tracking by Google, Inc., Apple, Inc., or your third-party telecommunications carrier. We are not responsible for the actions of such third parties. You should always read and understand the policies of any third-party provider, such as Google with respect to Android Apps and Apple with respect to IOS Apps, and your wireless carrier, before making any purchase or downloading any Apps.

### Mobile Data - SMS

We do not rent or sell any personal information obtained through mobile data or opt-in data to third parties or affiliates for marketing or promotional purposes. If you agree to receive text messages from the Company, you will be afforded the opportunity to opt out. Message and data rates may apply.

### Correcting Your Information

You may contact us by phone or mail if you believe a correction is needed related to personal information that you have provided to us. Our number and address are listed in the Contact Information section below. Once we receive and confirm your verifiable request, we will take those actions we deem necessary. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

### Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, see the Privacy Policy for California Residents below.

### [Nevada Residents](#)

If you are a Nevada resident, you may request that P&S Transportation, LLC not make any sale of your covered Personal Information to third parties who will license or sell your Personal Information to other third parties as those terms are defined by Nevada Law. To make such a request, please contact us at the number or address listed in the Contact Information section below.

### [Data Security](#)

We have implemented reasonable measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Website, you are responsible for keeping such password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we have implemented reasonable measures designed to secure and protect your personal information, we cannot guarantee the security of your personal information transmitted to the Website. 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 the Website.

### [Changes to the Privacy Policy](#)

We will endeavor to post any material changes we make to our privacy policy on this page with a notice that the privacy policy has been updated at the top of the policy. The date the privacy policy was last revised is identified at the top of the page. You are responsible for visiting the Website and this privacy policy to check for any changes.

### [Contact Information](#)

To ask questions or comment about this privacy policy and our privacy practices, contact us at: PS HoldCo, LLC, 1810 Avenue C, Birmingham, Alabama 35218.

Should you have a disability that prevents or limits your ability to access this policy, please call us at 205.788.4000. We will work with you to provide this notice in an alternative format.

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## **PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

**Last Modified: September 2024**

This **Privacy Notice for California Residents** (“Privacy Notice”) supplements any other privacy notice provided by PS HoldCo, LLC (the “Company,” “we,” “us,” or “our”) and applies solely to individuals who reside in the State of California (“consumers” or “you”). Terms defined in the California Consumer Privacy Act of 2018 (“CCPA”) have the same meaning when used in this Privacy Notice.

### Categories of Personal Information We May Collect about California Consumers

Over the past twelve months, we may have collected the following categories of information from California Consumers:

- Personal identifiers such as name, telephone number, payment information, physical address, email address, username, password and other credentials used to access the Company’s products and services.
- Protected classification characteristics under California or Federal law, including date of birth, gender, and veteran or military status.
- Commercial information, such as records of services purchased or received from us.
- Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with the Website, application, or advertisement.
- Unique identifiers, including Internet Protocol address, device identifier, cookies, beacons, or other similar technologies.
- Audio recordings and electronic information.
- Professional or employment-related information, including company name, company physical address and email address and telephone or fax number, education, current or past employment history, prior performance information, driver’s license, medical record, and other information associated with applications for employment as a commercial driver.
- Inferences reflecting your preferences, characteristics, predispositions, behavior, and attitudes drawn from: (1) the information we collect when you visit the Website, use our apps, or interact with our tools, widgets or plug-ins or our official social media pages or related social media apps, tools, widgets and plug-ins, (2) information we collect, including through third-party suppliers and vendors, regarding content and other data posted on the internet (such as public locations on the internet), and (3) information we purchase from third parties in order to create a profile about a consumer.

### Sources of Collection

Over the past twelve months, we collected the above categories of personal information from the following sources:

- You.
- Service providers, vendors, and affiliates.
- Public databases.
- Social media platforms and third-party partners, such as analytics or marketing providers.

### Purposes for Which We Collect this Personal Information

We do not sell your information, but may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason you provided the information (e.g., job applications/employment opportunities).
- To provide, support, personalize, and develop the Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, applications, purchases, subscriptions, transactions, and payments and to prevent transactional fraud.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through the Website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of the Website, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve the Website, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by the Company is among the assets transferred.

#### Mobile Data - SMS

We do not rent or sell any personal information obtained through mobile data or opt-in data to third parties or affiliates for marketing or promotional purposes. If you agree to receive text messages from the Company, you will be afforded the opportunity to opt out. Message and data rates may apply.

#### Third Parties to Whom We Have Disclosed Personal Information

In the future we may disclose personal information in all or substantially all of the categories identified in this Privacy Notice for business purposes to the following categories of third parties:

- Third party service providers.
- Joint marketing partners.
- Affiliates.

Otherwise, we have not disclosed such information in the past twelve months.

We may also share information about your physical location with our affiliates, clients, joint marketing partners, and other third parties to, for example, enhance location-based services. In addition, except as described below, unless you opt out, we may share other personal information with third parties for those parties' own purposes, such as to offer products or services that may interest you.

#### Third Parties to Whom We Have Sold Personal Information

Within the past twelve months, we have not disclosed personal information to third parties for monetary or other valuable consideration. The categories of personal information we have disclosed are: None.

#### Your Rights and Choices

The CCPA provides consumers that are California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights. We will honor requests received and verified to the extent required by applicable law and within the time provided by law.

**Right to Access and Information regarding Personal Information.** You have the right to request that we disclose to you the categories and specific pieces of personal information we have collected about you over the twelve month period preceding your request.

**Right to Request Deletion of Personal Information.** You have the right to request that we delete personal information that we have collected from you.

**Right to Opt Out.** You have the right to opt out of the future disclosure of personal information about you for monetary or other valuable consideration.

**Non-Discrimination.** You have the right to not be discriminated against because of your exercise of your rights under the CCPA.

**Financial Incentive.** We may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior consent, which you may revoke at any time.

### [Requests to Exercise Your Rights](#)

You may request to exercise the foregoing rights by:

- By writing to PS HoldCo, LLC at 1810 Avenue C, Birmingham, AL 35218 ATTN: General Counsel
- By submitting an email to [social@pstrans.com](mailto:social@pstrans.com).

Please note that we will ask for additional information to match with information we have on file in order to verify your identity before acting on your request to exercise your rights. The personal information that we use to verify your identity will not be used for any other purpose.

### [Data Sharing for Direct Marketing Purposes](#)

California Civil Code Section §1798.83 permits California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. If you are a California resident, you may ask us to refrain from sharing your personal information with certain of our affiliates and other third parties for their marketing purposes. To make such a request please send us an email setting forth your preferences to [social@pstrans.com](mailto:social@pstrans.com).

### [How To Contact Us](#)

If you have any questions or comments about this Privacy Notice, or if you would like us to update information we have about you or your preferences, please contact us by sending an email to [social@pstrans.com](mailto:social@pstrans.com).

You also may write to us at: PS HoldCo, LLC at 1810 Avenue C, Birmingham, AL 35218 ATTN: General Counsel

Should you have a disability that prevents or limits your ability to access this policy, please email us at [social@pstrans.com](mailto:social@pstrans.com) or call us at 205.788.4000. We will work with you to provide this notice in an alternative format.