

TRAVERTINE
PRIVACY POLICY AND TERMS OF USE

Effective date: October 20, 2025

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1. **Use of the Site.** You must be at least 18 years old to use our Site. You will comply with all applicable laws, rules and regulations in connection with your use of the Site. You will not violate or attempt to violate the security of the Site or Travertine’s systems or network security, including, without limitation by (i) accessing data not intended for users of the Site or gaining unauthorized access to an account, server or any other computer system; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (iii) attempting to interfere with the function of the Site, host or network. You may not “crawl,” “scrape,” or “spider” any portion of the Site (through use of manual or automated means).
2. **Information Not Confidential.** If you choose to contact any Travertine personnel using the contact information or information submission features you find on the Site, you understand any information and/or materials you provide to such personnel will not be treated as confidential or proprietary. Travertine undertakes no obligation to review information submitted by you, or to return such information to you. Travertine may receive information that is similar to information you submit, or may have already received information containing ideas and plans that are the same as or similar to ideas and plans contained in information you submit to Travertine. Nothing you submit to Travertine will cause it or its affiliates to be limited or restricted from the pursuit of any opportunities, either alone or with third parties.
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5. **Disclaimer of Warranties.** THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND FUNCTIONALITY THEREOF, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND TRAVERTINE (ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS) HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED. NO ADVICE, RESULTS, INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
6. **Limitation of Liability.** TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TRAVERTINE, ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (THE “TRAVERTINE PARTIES”), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, EVEN IF ANY TRAVERTINE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL THE TOTAL LIABILITY OF ANY TRAVERTINE PARTY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR RELATED TO THE TERMS, THE CONTENT, AND/OR YOUR USE OF THE SITE, EXCEED, IN THE AGGREGATE, \$100.
7. **General Information.** These Terms are governed by the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof. In the event of any dispute arising in connection with these Terms, you hereby consent to exclusive jurisdiction and venue in the state and federal courts of Boulder County, CO. The failure of Travertine to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You may not assign these Terms or transfer any of your rights or obligations hereunder without Travertine’s express written consent. These Terms inure to the benefit of Travertine’s successors, assigns and licensees. These Terms are the entire agreement between you and Travertine with respect to the subject matter herein.
8. **Privacy Policy.**
 - 8.1. This Privacy Policy covers how Travertine collects and processes data that identifies or relates to you (“Personal Data”). This Privacy Policy does not cover the practices of companies we don’t own or control or people we don’t manage.
 - 8.2. **Personal Data We May Collect**

Device or Web Data. If you interact with us online (e.g., by visiting the Site), we may collect information about your device and/or browser such as your IP address, IP address-based location data, device ID, and type of device or operating system used to connect with us.

Contact Data. If you sign up for a demo, subscribe to our newsletters or other communications, or otherwise indicate interest in our services, we may collect your contact information such as your name, email, phone number, employer, and job title.

Other Personal Data. We may collect other Personal Data that you make available through the Site or to us, such as in emails, letters, texts, or other communications you send us.

8.3. **Sources of Personal Data.**

From You. We collect Personal Data when you provide it directly to us (e.g., when you contact us). We also collect certain Personal Data (such as Device or Web Data) automatically when you use our Site (e.g., through Cookies – as defined in the “Cookies” section below), or if you download or install an application as part of our Site.

Public Records. We may collect Personal Data from public sources.

Third Parties. We may collect Personal Data from third parties such as vendors that provide analytics on how you interact and engage with our Site, the services we offer, or that help provide you with customer support. We may also use vendors to help generate leads.

8.4. **Purpose for Collection and Processing Personal Data.**

To Provide, Customize, and Improve our Site and Services.

- Managing your customer account or relationship.
- Processing orders or other transactions; billing.
- Providing you with the products, services or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the services we offer.
- Improving our services, including testing, research, internal analytics and product development.
- Personalizing the Site, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.

Marketing our Services

- Marketing and selling our services.

Corresponding with You

- Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about the Company, our services, or the Site.

- Sending emails and other communications according to your preferences.

Legal or Security

- Meeting legal requirements and enforcing legal terms.
- Preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- Protecting the rights, property or safety of you, Travertine or another party.
- Enforcing any agreements with you; responding to claims that any posting or other content violates third-party rights; and resolving disputes.

8.5. **Who We May Share Personal Data With.**

Service Providers. These parties help us provide our services, the Site, or perform business functions on our behalf. They may include: hosting, technology and communication providers; security and fraud prevention consultants; support and customer service vendors; product fulfillment providers; and analytics providers that analyze the use of our services and the Site.

Business Partners. These parties partner with us in offering various services. They may include businesses that you have a relationship with, and companies that we partner with to offer joint promotional offers or opportunities.

Parties You Authorize, Access or Authenticate. This includes third parties you access or interact with through the services, social media services, and other users.

Others. We may disclose any Personal Data that we collect with third parties in conjunction with any of the activities set forth under the “Legal or Security” subsection above. Additionally, all of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part).

- 8.6. **Cookies.** The Site uses cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) that may collect or facilitate the collection of your Personal Data for various purposes. We may also supplement the information we collect via Cookies with information received from third parties, including third parties that have placed their own Cookies on your device(s).

We may use Essential Cookies on the Site. Essential Cookies are required for providing you with features or services that you have requested. Disabling these Cookies may make certain features and services unavailable.

Most internet browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Site and functionalities may not work.

To find out more information about Cookies generally, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org/>

- 8.7. **Data Security and Retention.** Although we work to protect the security of your Personal Data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

We retain Personal Data about you for as long as necessary to provide you with our services, the Site, or to perform our business or commercial purposes for collecting your Personal Data. When establishing a retention period for certain categories of Personal Data, we consider who we collected the data from, our need for the Personal Data, why we collected the Personal Data, and the sensitivity of the Personal Data. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

- 8.8. **Personal Data of Children.** We do not knowingly collect or solicit Personal Data from children under 13 years of age; if you are a child under the age of 13, please do not attempt to use the Site or send us any Personal Data. If we learn we have collected Personal Data from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided Personal Data to us, please contact us at contact@travertinetech.com.
- 8.9. **Do Not Track.** Our Site does not support Do Not Track requests at this time. To find out more about “Do Not Track,” you can visit www.allaboutdnt.com.
- 8.10. **California Resident Rights.** Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties’ direct marketing purposes; in order to submit such a request, please contact us at contact@travertinetech.com.
- 8.11. **Nevada Resident Rights.** If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.
- 8.12. **Contact Information.** If you have any questions or comments about this Privacy Policy or the ways in which we collect and use your Personal Data, please do not hesitate to contact us at: contact@travertinetech.com.