

**PLATT ELECTRIC SUPPLY, INC.**  
**PRIVACY POLICY**

**General Policy.** This policy describes the information that Platt Electric Supply, Inc., an Oregon corporation ("Platt," "we," "us" or "our") collects about visitors to our website (the "Website") or about our customers, prospective customers and prospective employees, how we use that information and how we protect that information. It also discusses certain choices you have regarding your personally identifiable information. By using our Website or otherwise submitting information to Platt, you consent to the following terms, as they may be amended from time to time.

**Information We Collect.**

Online: You may visit our Website anonymously. We collect your Internet Protocol address, but this information generally does not reveal your identity. The data that we regularly collect about visitors to our Website (e.g., browser type, pages accessed, duration of visit, etc.) does not enable us to identify you. We use "cookies," small files that are sent to your browser and stored on your hard drive, to identify you as a unique user on our Website. Our use of cookies is explained in more detail below. We collect personally identifiable information about you only if you voluntarily provide it to us by requesting information, products or services from us.

Offline: We collect information that you provide us to set up an account or otherwise form a customer relationship with Platt or to consider you for a job with Platt. Once an account is opened or customer relationship is formed, we may collect information about your purchasing and payment history. If you are hired by Platt, we may collect information about your salary and benefits, qualifications and performance.

**Information You Provide.**

Online: When you visit our Website, you may provide personally identifiable information in order to purchase products or take advantage of services or job opportunities offered through our Website. For example, you might provide your name, address, telephone and fax numbers, and email address. We collect and store that information. You may always choose not to provide the information we request. However, you may then be unable to take advantage of the features and services we offer on our Website.

Offline: When you sign up for an account or otherwise do business with Platt, you may provide personally identifiable information of yourself, if an individual or sole proprietor, or the company officers or contact persons, in addition to company information, if a company. We may use that information to obtain a credit, D&B or similar report or otherwise evaluate your eligibility for an account. When you apply for a job, you may provide personally identifiable information, such as name, address, telephone number, email address, birthdate and SSN. We may use that information to obtain a credit report, do a background or reference check or otherwise evaluate your suitability for the job.

**Information from Other Sources.** From time to time we may purchase or otherwise acquire information about you from other sources and add it to our database, including without limitation updated delivery and address information.

**How We Use Information.** If you choose to provide us with personally identifiable information, we will use that information to respond to your inquiry or process your order or application. We may provide this information to third parties if we believe in our discretion it would be helpful in responding to you, or if this information is necessary for the third party to do their job (see "Third Party Service Providers," below). If, in the future, we merge with or are acquired by another company, or change our structure, we may transfer your personally identifiable information to the surviving or acquiring entity. We will also disclose your personally identifiable information if we believe in good faith we are required to do so (a) by law or to comply with the law or legal process; (b) to protect and defend our rights or property or the rights or property of our clients; or (c) in an emergency to protect the personal safety of our employees, clients, visitors or the public.

**No Sale of Personally Identifiable Information.** Platt will not sell your personally identifiable information to others except in connection with the sale of Platt or the assets of Platt.

**Third Party Service Providers.** Platt may from time to time engage others ("Third Party Providers") to provide online and offline services to Platt, to you, to other clients or to visitors to our Website. For example, Platt may engage other companies to host, operate and maintain our Website, analyze data, provide marketing assistance, perform inventories or assessments, and provide credit information, background checks and other services. Platt will give them access to your personally identifiable information to the extent necessary to do their jobs. Platt cannot and does not guarantee that those companies will protect your personally identifiable information.

**Links to Other Websites.** When you visit our Website, you may be directed to websites of Third Party Providers and to other websites that are beyond our control ("Third Party Websites"). There are many links to Third Party Websites from our Website that may take you outside our service. Platt believes that this is one of the strengths of our Website. For example, if you "click" on a product link or Third Party Provider link, that "click" may take you from our Website to that Third Party Website. If you choose to visit a Third Party Website, you should understand that the third party's privacy policy, and not this Privacy Policy, will govern your activities and any information you disclose while visiting that Third Party Website. Third Party Websites may not have privacy policies or may have privacy policies that are not as protective of your personally identifiable information as Platt's Privacy Policy. Third Party Websites may collect data, solicit personally identifiable information, or send cookies to visitors. Platt strongly recommends that you review and understand the privacy policies of the Third Party Websites you visit, whether you visit Third Party Websites directly or through a link from a page on our Website.

**Email.** From time to time, Platt may send email messages to some or all of its registered users or customers. Platt may use a bulk email service to distribute that information. If you do not want to receive such emails, please indicate that preference by contacting us at [decline@platt.com](mailto:decline@platt.com).

**Online Live Chat.** Our Website offers you the opportunity to chat online with a support representative. In order to use this service, you will provide us with, at a minimum, your name and email address. Platt cannot guarantee the security or privacy of this information.

**Cookies.** Upon your first visit to our Website, our Website may automatically send a "cookie" to your computer. A cookie is a file that identifies you as a unique user. It stores personal preferences and user data. Cookies do not identify you by name. Platt uses cookies to store preferences and user data. You may have your browser disable cookies; however, some Platt services provided by our Website may not function properly if you disable cookies.

**Security.** Platt uses encryption software in our Website to safeguard certain of your personally identifiable information while that information is transmitted over the Internet, including information you provide upon ordering or purchasing products from our Website. While using our Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer.

**Policy Changes.** Platt reserves the right to change this Privacy Policy at any time. We will post any revisions to this Privacy Policy on our Website and will provide a paper copy to you upon your request. Please review the Privacy Policy on our Website [www.platt.com](http://www.platt.com) or e-mail us at [privacy@platt.com](mailto:privacy@platt.com) or periodically call us at 503-641-6121 (ask for Credit Dept.) or write us at 10605 SW Allen Blvd, Beaverton, OR. 97005 to request a paper copy of this Privacy Policy so you can review it for changes. Your use of our Website or any of our offline services will be subject to our Privacy Policy in effect at that time.

**Policy Regarding Children.** This Website is for people 18 years of age and older. If you are under 18 years of age, please do not submit any information to Platt without the consent of a parent or guardian. Platt does not intentionally collect any information about children.

**Disputes Regarding Use of Personally Identifiable Information.** Any claim, dispute or controversy (whether in contract, tort or otherwise, whether statutory, common law or equitable and whether pre-existing, present or future) against Platt, its agents, employees, affiliates, successors and assigns, relating to this Privacy Policy will be resolved by binding arbitration administered by the Arbitration Service of Portland (the "ASP") under its arbitration rules then in effect or if it is unavailable for any reason, by the American Arbitration Association under its Commercial Arbitration Rules. You may obtain a copy of the ASP rules by writing to the ASP at 620 SW 5<sup>th</sup> Avenue, Portland, Oregon 97204 or by sending a request via email to [arbserve@spiritone.com](mailto:arbserve@spiritone.com) or via telephone at 1-503-226-3109. Any arbitration will be conducted before a single neutral arbitrator and will be limited solely to the dispute between you and Platt. The arbitration will be conducted in Portland, Oregon, or by telephone or online, as determined by the arbitrator. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If any claim, dispute or controversy is not subject to binding arbitration, you agree that the exclusive jurisdiction for that claim, dispute or controversy will be the state and federal courts located in Portland, Oregon, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Portland, Oregon is an inconvenient forum.

**Limitation of Liability.** PLATT IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR PHYSICAL/EMOTIONAL DISTRESS DAMAGES. IN NO EVENT WILL PLATT'S LIABILITY FOR DIRECT DAMAGES EXCEED \$100.

**Miscellaneous.** Platt's policy does not extend to anything that is beyond Platt's reasonable control, including but not limited to potential insecurities inherent in the operation of the Internet. Platt uses reasonable precautions to keep your personally identifiable information secure, whether it was collected online or offline. However, Platt is not responsible for any breach of security or for the actions of any third parties. If you at any time have questions about this Privacy Policy, please send your question via email to [privacy@platt.com](mailto:privacy@platt.com).

**LAST UPDATED: November 5, 2008**

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