

PRIVACY POLICY

Bayer's Plumbing, Inc.

www.bayersplumbing.com

[Last Updated: September 15, 2026]

INTRODUCTION AND SCOPE

Bayer's Plumbing, Inc., an Indiana corporation ("Company," "we," "us," or "our") values the trust you place in us when you provide your personal information. This Privacy Policy describes how we collect, use, share, retain, and protect information obtained through our website at www.bayersplumbing.com (the "Site"), as well as any related services, applications, forms, or communications associated with the Site.

By accessing, browsing, or using the Site, or by providing any information to us through the Site, you acknowledge that you have read, understood, and agree to the practices described in this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use the Site or submit any personal information to us.

This Privacy Policy applies to all visitors, users, and others who access or interact with the Site, regardless of how they access it (including via mobile device, tablet, or desktop computer). This Privacy Policy does not apply to information collected by us offline or through any other means not described herein, except to the extent that we combine such information with information collected through the Site.

INFORMATION WE COLLECT

We may collect a variety of information from and about you, including but not limited to the following categories:

Personal Identifiers and Contact Information

- Full name
- Mailing address and/or service address
- Telephone number(s)
- Email address
- Any other identifiers you voluntarily provide to us

Payment and Financial Information

- Credit card or debit card numbers
- Billing address
- Payment transaction history related to our services

Automatically Collected Information

When you visit the Site, we may automatically collect certain information, including but not limited to:

- Internet Protocol (IP) address
- Browser type and version
- Operating system and device type
- Referring and exit URLs
- Pages viewed, links clicked, and other usage data
- Date and time of access
- Cookies, web beacons, and similar tracking technologies (as described in the Section of this Privacy Policy entitled "Cookies and Tracking Technologies")

Other Information

We may collect any other information that you voluntarily provide to us, including through online forms, surveys, communications, or other interactions with the Site. We reserve the right to collect additional categories of information as our business needs evolve, in which case we will update this Privacy Policy accordingly.

Sensitive Data

Certain categories of personal data are considered "sensitive data" under Indiana law, including precise geolocation data, data concerning known children, and data revealing racial or ethnic origin, religious beliefs, mental or physical health diagnoses, sexual orientation, or citizenship or immigration status. We will not process sensitive data without first obtaining your consent, unless otherwise permitted by law.

The Site is not directed to, and we do not knowingly collect personal information from, children under the age of thirteen (13). If we become aware that we have inadvertently collected personal information from a child under 13 without verified parental consent, we will take reasonable steps to delete that information from our records in accordance with the federal Children's Online Privacy Protection Act (COPPA). If you believe that a child under 13 has provided us with personal

information, please contact us using the information provided in the Section of this Privacy Policy entitled “Dispute Resolution” so that we can take appropriate action.

HOW WE COLLECT INFORMATION

We collect information through a variety of means, including but not limited to:

Website Forms. When you complete scheduling requests, contact forms, service inquiry forms, payment forms, or any other forms on the Site, you may provide us with personal and/or payment information.

Cookies and Tracking Technologies. We use cookies, web beacons, pixels, and similar tracking technologies to collect information about your browsing activity on the Site. For more information, see the Section of this Privacy Policy entitled “Cookies and Tracking Technologies.”

Third-Party Analytics Tools. We may use third-party analytics services, such as Google Analytics, to collect and analyze information about use of the Site. These tools may use cookies and other tracking technologies to collect data about your browsing behavior.

Third-Party Sources. We may receive information about you from third-party sources, including business partners, marketing partners, social media platforms, data brokers, and publicly available sources, and we may combine that information with other information we collect about you.

Communications. When you contact us by telephone, email, or other means, we may collect and retain the content of those communications and any information you provide.

HOW WE USE YOUR INFORMATION

We may use the information we collect for the purposes disclosed in this Privacy Policy and for any other lawful purpose, including but not limited to the following:

- Providing, maintaining, and improving our plumbing services and the Site
- Scheduling appointments and managing service requests
- Processing payments, billing, and collections
- Communicating with you regarding your account, services, and transactions
- Sending you marketing and promotional communications about our services, offers, and events (subject to your right to opt out as described in the Section of this Privacy Policy entitled “Do Not Track Disclosure”)
- Conducting internal analytics, research, and business intelligence
- Personalizing your experience on the Site and tailoring content and advertisements
- Detecting, preventing, and addressing fraud, security issues, and technical problems
- Enforcing our terms and conditions and other agreements
- Complying with applicable legal obligations, regulations, and legal processes
- Protecting the rights, property, or safety of the Company, our customers, or others
- Any other legitimate business purpose, as determined by the Company in its sole discretion, that is not inconsistent with applicable law

We reserve the right to use information we collect for any purpose that is compatible with the context in which it was collected or for any other purpose permitted by law. We are not required to limit our use of information to only those purposes identified at the time of collection.

SHARING OF INFORMATION

We may share the information we collect with third parties in the following circumstances, among others:

Service Providers and Contractors. We may share your information with third-party service providers, contractors, and agents who perform services on our behalf, including payment processing, data analytics, email delivery, hosting, customer service, and marketing assistance. These service providers may have access to your personal information as necessary to perform their functions.

Payment Processors. When you make a payment through the Site, your payment card information is transmitted to and processed by our third-party payment processor(s). We do not store full payment card numbers on our servers.

Affiliates and Business Partners. We may share your information with our affiliates, subsidiaries, parent companies, and business partners for purposes consistent with this Privacy Policy, including joint marketing initiatives and service offerings.

Business Transfers. In the event of a merger, acquisition, reorganization, bankruptcy, sale of assets, or other business transaction, your information may be transferred, sold, or otherwise disclosed to the acquiring party or its advisors. You acknowledge and agree that such transfers may occur and that any acquirer may continue to use your information as set forth in this Privacy Policy.

Legal Compliance and Protection. We may disclose your information if we believe in good faith that disclosure is necessary to: (a) comply with applicable law, regulation, legal process, or governmental request; (b) enforce our agreements, terms of service, or other policies; (c) protect the rights, property, or safety of the Company, our customers, or others; or (d) detect, prevent, or address fraud, security, or technical issues.

With Your Consent. We may share your information with third parties when you have given us your consent to do so.

Aggregated or De-Identified Data. We may share aggregated or de-identified information that cannot reasonably be used to identify you with third parties for any purpose, without restriction.

COOKIES AND TRACKING TECHNOLOGIES

We use cookies, web beacons, pixels, and similar tracking technologies on the Site to collect information about your browsing activity, enhance your experience, and support our analytics and advertising efforts.

Cookies are small text files placed on your device when you visit a website. We use both session cookies (which expire when you close your browser) and persistent cookies (which remain on your device until deleted or expired) to facilitate Site functionality, remember your preferences, and analyze Site traffic.

Web Beacons and Pixels are small, transparent graphic images embedded in web pages and emails that allow us to track whether you have opened an email or visited a particular page.

Third-Party Analytics. We may use third-party analytics tools, such as Google Analytics, which use cookies and similar technologies to collect and analyze information about the use of the Site.

You may learn more about Google Analytics and opt out by visiting <https://tools.google.com/dlpage/gaoptout>. For more information on how Google collects and processes data when you visit websites that use Google services, please visit: <https://policies.google.com/technologies/partner-sites>.

You may manage your cookie preferences through your browser settings. Most browsers allow you to refuse cookies, delete existing cookies, or alert you when a cookie is being set. Please note that if you disable or refuse cookies, some parts of the Site may become inaccessible or not function properly. Your continued use of the Site with cookies enabled constitutes your consent to our use of cookies as described herein.

DATA RETENTION

We retain personal information for as long as we deem necessary or appropriate to fulfill the purposes for which it was collected, to provide and improve our services, to comply with our legal and regulatory obligations, to resolve disputes, to enforce our agreements, and for any other legitimate business purpose. The specific retention period for any particular category of information is determined by the Company in its sole discretion based on the nature of the information and the purposes for which it is processed.

We are not obligated to delete or de-identify your information upon request except to the extent required by applicable law. Even after you cease using our services, we may retain your information as permitted by law for record-keeping, legal compliance, fraud prevention, and other legitimate business purposes.

DATA SECURITY

We implement commercially reasonable administrative, technical, and physical security measures designed to protect the personal information we collect from unauthorized access, use, alteration, and disclosure. With respect to payment card information, we are committed to compliance with the Payment Card Industry Data Security Standard (PCI DSS) and utilize industry-standard encryption and security protocols for the transmission and processing of cardholder data.

NOTWITHSTANDING THE FOREGOING, NO METHOD OF TRANSMISSION OVER THE INTERNET OR METHOD OF ELECTRONIC STORAGE IS COMPLETELY SECURE. While we strive to protect your personal information, we cannot guarantee or warrant the absolute security of any information transmitted to or stored by us. Any transmission of personal information is at your own risk, and we are not responsible for the circumvention of any privacy settings or security measures on the Site.

You are responsible for maintaining the confidentiality of any account credentials or passwords associated with your use of the Site and for any activity that occurs under your account.

Data Disposal. When personal information of Indiana residents is no longer needed, we will dispose of records containing such information by shredding, incinerating, mutilating, erasing, or otherwise rendering the information illegible or unusable, in accordance with Indiana Code § 24-4.9-3-3.5(d).

Data Breach Notification. In the event of a breach of the security of our data systems involving your unencrypted personal information (or encrypted information where the encryption key is compromised) that has resulted in or could result in identity deception, identity theft, or fraud, we will notify affected Indiana residents without unreasonable delay, in accordance with Indiana Code § 24-4.9-3-1. If the breach affects more than 1,000 Indiana residents, we will also notify applicable consumer

reporting agencies, as required by Indiana Code § 24-4.9-3-1. If required by law, we will also notify the Indiana Attorney General and applicable consumer reporting agencies.

THIRD-PARTY LINKS

The Site may contain links to websites, applications, or services operated by third parties. We do not control and are not responsible for the content, privacy practices, or security of any third-party website or service. The inclusion of a link on the Site does not imply our endorsement of the linked website or any association with its operators. We encourage you to review the privacy policies of any third-party websites you visit. We disclaim any and all liability arising from your use of or interaction with any third-party website or service.

YOUR RIGHTS AND CHOICES

Opt-Out of Marketing Communications

If you receive marketing or promotional emails from us, you may opt out of receiving future marketing emails by following the unsubscribe instructions contained in each email or by contacting us using the information provided in the Section of this Privacy Policy entitled “Contact Information.” We will honor your opt-out request within ten (10) business days, as required by the CAN-SPAM Act. Please note that even if you opt out of marketing communications, we may continue to send you transactional, service-related, and other non-marketing communications (such as appointment confirmations, service updates, billing notices, and responses to your inquiries).

Cookies

As described in the Section of this Privacy Policy entitled “Cookies and Tracking Technologies,” you may manage your cookie preferences through your browser settings. Disabling cookies may affect the functionality of the Site.

Indiana Consumer Privacy Rights

Indiana has enacted the Indiana Consumer Data Protection Act (Ind. Code § 24-15-1-1 et seq.) (“ICDPA”), which grants certain Indiana residents rights with respect to their personal data, including rights of access, correction, deletion, data portability, and the right to opt out of targeted advertising, the sale of personal data, and certain profiling. The ICDPA applies only to entities that meet specified data processing and revenue thresholds.

Based on our current operations, we do not believe that we meet the ICDPA’s applicability thresholds, and accordingly, the ICDPA’s consumer rights provisions do not currently apply to us. Notwithstanding the foregoing, if you have questions or concerns about our data practices or wish to make a request regarding your personal information, please contact us using the information provided in the Section of this Privacy Policy entitled “Contact Information,” and we will respond in good faith. If applicable Indiana law is amended or if our operations change such that the ICDPA becomes applicable to us, we will update this Privacy Policy accordingly.

DO NOT TRACK DISCLOSURE

This Site does not currently respond to “Do Not Track” (“DNT”) browser signals or similar mechanisms. There is no common industry standard for interpreting DNT signals, and accordingly, we do not alter our data collection and use practices based upon your selection of this setting in your browser. If a standard for responding to DNT signals is adopted, we will revisit this policy and update our practices accordingly.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE LAWS OF THE STATE OF INDIANA, BAYER’S PLUMBING, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “COMPANY PARTIES”) SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, USE OF, OR DISCLOSURE OF YOUR PERSONAL INFORMATION RESULTING FROM CIRCUMSTANCES BEYOND THE COMPANY’S REASONABLE CONTROL, INCLUDING SOPHISTICATED CYBERATTACKS THAT CIRCUMVENT INDUSTRY-STANDARD SECURITY MEASURES OR ANY OTHER BREACH, HACK, OR SECURITY INCIDENT.

IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR UNAUTHORIZED DISCLOSURE OF PERSONAL INFORMATION THAT OCCURS DESPITE THE COMPANY’S IMPLEMENTATION OF COMMERCIALY REASONABLE SECURITY MEASURES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in this Privacy Policy is intended to limit or disclaim any liability that cannot be lawfully limited or disclaimed under applicable law, including the Indiana data breach notification requirements under Indiana Code § 24-4.9 *et. seq.* or any applicable obligations under federal law.

You acknowledge and agree that the security measures described in this Privacy Policy represent commercially reasonable efforts and that no system is impenetrable. The Company takes reasonable steps to protect your personal information, but cannot guarantee absolute security. We will not be responsible for breaches of security beyond our reasonable control.

CHANGES TO THIS POLICY

We reserve the right to modify, amend, or update this Privacy Policy at any time, in our sole discretion, without prior notice to you. Any changes to this Privacy Policy will be effective immediately upon posting of the revised policy on the Site. The “Last Updated” date at the top of this Privacy Policy indicates when it was most recently revised.

Your continued use of the Site following the posting of any changes to this Privacy Policy constitutes your acceptance of those changes. It is your responsibility to review this Privacy Policy periodically for any updates. If we make material changes to this Privacy Policy, we may, but are not obligated to, notify you by posting a notice on the Site.

CONTACT INFORMATION

If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact us at:

Bayer’s Plumbing, Inc.
Attn: President/Privacy Inquiries
7944 Bell Oaks Drive
Newburgh, Indiana 47630
Phone: 812-853-2305
Website: www.bayersplumbing.com

DISPUTE RESOLUTION

Mandatory Arbitration. Except as provided below, any dispute, controversy, or claim arising out of or relating to this Privacy Policy, the Site, or your use thereof, including any question regarding the existence, validity, or termination of this Privacy Policy, shall be resolved by final and binding arbitration administered in the State of Indiana in accordance with the rules of the American Arbitration Association (“AAA”) then in effect. The arbitration shall be conducted by a single arbitrator who shall be an attorney with substantial experience in commercial law. The arbitrator shall be required to make written findings of fact and conclusions of law to support the award. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. Except as may be required by law, neither party may disclose the existence, content, or results of any arbitration without the prior written consent of the other party. Each party shall bear its own costs in arbitration, subject to the prevailing-party fee-shifting provision below. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims or claims involving two or more parties.

Exception for Injunctive Relief. Notwithstanding the foregoing arbitration requirement, either party may seek temporary, preliminary, or permanent injunctive relief or other equitable remedies in any state or federal court of competent jurisdiction located in the State of Indiana, without first submitting the matter to arbitration, to the extent necessary to protect such party’s intellectual property rights, confidential information, or to prevent irreparable harm.

Exclusive Jurisdiction and Venue. For any action or proceeding not subject to arbitration, or for the enforcement of any arbitration award, you hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Vanderburgh County, Indiana. You waive any objection to the exercise of jurisdiction over you by such courts and any objection to venue, including any objection based on inconvenient forum.

Attorneys’ Fees. In any arbitration, litigation, or other proceeding to enforce this Privacy Policy, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, costs, and expenses from the non-prevailing party.

GENERAL PROVISIONS

In the event that any provision of this Privacy Policy is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining provisions of this Privacy Policy shall remain in full force and effect. No failure or delay by the Company in exercising any right under this Privacy Policy shall constitute a waiver of that right, including any failure to insist upon strict performance of any term or condition, or to exercise any right or remedy consequent upon a breach thereof. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity. In the event of any ambiguity in the provisions of this Privacy Policy, such ambiguity shall not be construed against the Company by reference to any doctrine calling for ambiguity to be construed against the drafter. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof. As used in this Privacy Policy, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Indiana, not including the choice of law rules thereof.