



# Privacy & Legal Notices

*(Rev. 01/01/2024)*

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Standard terms and conditions and tariffs for transportation and other services can be found under About tab on the Bricks Transport home page, [www.brickstransport.com](http://www.brickstransport.com).

Bricks Transport reserves the right to make changes to this website, its policies, and these terms and conditions at any time, without notice. If any of these terms or conditions is deemed invalid, void or for any reason unenforceable, that item shall be deemed severable and shall not affect the validity or enforceability of the remaining terms and conditions.

## **Privacy**

The Brickstransport.com web server gathers certain information from all users including, but not limited to, date and time, referring address, type of browser and operating system, and the user’s IP address. Of course, the server also collects any information a user submits in using Bricks Transport web services. The server may also place cookies on a user’s computer.

Some of the information collected when shipment or payment information is provided is identifiable to an individual person. Examples of personal information include names, addresses, email addresses, and telephone numbers. Those who authorize ACH transactions are passed through to servers operated by our bank which handles this service under a contract. All information entered is processed and stored by the bank, other than authorization documentation which is stored on the Bricks Transport server. The bank is solely responsible for maintaining the security of information on its servers.

Bricks Transport uses information collected by its servers for a variety of purposes, including but not limited to providing and improving customer service, marketing, and



statistical analysis. Bricks Transport shares some information with application service providers and other third-party contractors, such as our bank, as deemed necessary or advisable to provide quality services to customers.

Each person who registers to use Bricks Transport web services is responsible for maintaining the confidentiality of his or her account information, passwords, access to computers, and agrees to accept responsibility for all activities that occur under his or her account and password. Bricks Transport reserves the right to terminate accounts, remove or edit content, and refuse service in its sole discretion.

From this website, Bricks Transport may provide links to third-party websites over which Bricks Transport has no control. Users follow these links at their own risk, and are advised to read the terms and conditions of use and other policies posted for each such website. Bricks Transport makes no representations or warranties of any kind, express or implied, as to such websites or the information, content, materials, or products included thereon.

From time to time Bricks Transport may send notices to users of its website to inform them of new or different services and changes to the website. By using this website each user thereby consents to receiving such notices. Any user who does not want to receive the notices, may unsubscribe by using an unsubscribe function included in the email or sending a request to be excluded to [webmaster@lynden.com](mailto:webmaster@lynden.com). Bricks Transport will remove the user from the notice list as promptly as reasonably possible after receiving the request. However, unless the user specifically asks to de-register from our web services, Bricks Transport reserves the right to continue sending notices of changes in account passwords or other information the user might need to continue accessing Bricks Transport web services, and notices of changes in rates and charges.

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All limitations upon, and exceptions and defenses to, liability herein shall be deemed automatically extended to all affiliated entities of Lynden and all of their respective contractors and subcontractors, and the members, directors, officers, employees, and agents of each of them.

**Release and Indemnity:**

By using this website, each user hereby releases, agrees to defend, indemnifies, and holds harmless Bricks Transport and its affiliated entities and all of their respective contractors and subcontractors, and the members, directors, officers, employees, and agents of each of them, from and against all claims, demands, causes of actions, liabilities, damages, costs and expenses, including without limitation attorney and other fees, arising out of or related to the use or viewing of this website or any services provided through or in connection with this website.

**Law, Forum, and Disputes**

Each user agrees that the laws of the state of Illinois will govern this agreement and any dispute that might arise relating to this website and its use, without regard to conflicts of laws principles.

Any dispute relating to the use or viewing of this website or any services provided through or in connection with this website shall be submitted to binding arbitration in Wheaton, Illinois, except that to the extent a user has in any manner violated or threatened to violate Brick Transport's intellectual property rights, Bricks Transport may seek injunctive or other appropriate relief in any state or federal court in the state of Illinois, and each user consents to exclusive jurisdiction and venue in such courts. The prevailing party shall be entitled to attorneys' fees and costs. Arbitration under this agreement shall be conducted



under the rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration or other action under this agreement shall be joined to another arbitration or other action involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise.

### **Non-U.S. Users**

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For further information regarding the intellectual property rights or other legal issues relating to this website, please contact:

Bricks Transportation  
Legal Department  
2206 N. Main Street, Suite 110  
Wheaton, IL 60187

### **Information Collection and Use**

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to email address, name, telephone phone number, company, and mailing address. The Service uses third-party services that may collect your personally identifiable information.



## **Log Data**

Whenever you use the Service, we collect data (through third-party products) from your mobile device known as “Log Data,” which is used to address computer errors. Log Data may include information such as your device's Internet Protocol (“IP”) address, device name, operating system version, the configuration of the software when utilizing our Service, the time and date of your use of the Service, and other statistics.

## **Cookies**

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device’s internal memory.

The Service does not use “cookies” explicitly. However, the Service may use third-party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of the Service.

## **Security**

We value your trust and use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee absolute security.