



PANDEN
CONSTRUCTION

PANDEN Construction LLC Privacy, Communications, Media, and Website Terms Policy

This Policy applies to PANDEN Construction LLC (“PANDEN,” “we,” “us,” or “our”) and describes how we collect, use, disclose, and protect information, as well as the terms governing your use of our website and online services. By (a) visiting our website, (b) submitting an inquiry, (c) communicating with us, or (d) engaging us for estimating, contracting, construction, remodeling, warranty, or related services (collectively, the “Services”), you agree to this Policy. If you enter into a separate written construction contract with PANDEN, that contract governs the construction services and will control in the event of a direct conflict with this Policy.

Effective date: December 2025
Last updated: December 2025

PART 1 — PRIVACY POLICY

1) Who We Are and Scope

PANDEN is a Utah-based residential construction and remodeling contractor. This Policy applies to information collected:

- Through our website and online forms;
- Through phone calls, texts, email, in-person meetings, jobsite communications, and project administration;
- Through project documentation (plans, photos, selections, invoices, warranties, etc.), used to perform the Services.

2) Information We Collect

We may collect the following categories, depending on your interaction with us:

A. Information you provide

- **Contact details:** name, phone, email, mailing address
- **Project details:** project address, scope, measurements, preferences, schedules, budget ranges, decision notes
- **Communications:** emails, texts, call notes, meeting notes, attachments you send us
- **Project documents:** plans, renderings, specifications, bids, change orders, selections/finish decisions, punch lists, warranty items
- **Billing/transaction info:** invoice history, payment status, transaction references (we generally do not store full payment card numbers; that is handled by payment processors if used)

B. Information collected automatically (online)

- **Device/usage data:** IP address, browser type, pages viewed, timestamps, referring URLs, approximate location derived from IP
- **Cookies and similar tech:** described in Section 8

C. Information from third parties

- Lead/referral sources (e.g., marketing partners, referral partners, platforms that route inquiries)
- Service providers we use to operate the Services (CRM, scheduling, project management, e-signature, file storage, accounting, etc.)

Sensitive information note: Please do not email or text sensitive personal data (e.g., SSNs, full bank account details). If we ever need sensitive data for a legitimate purpose, we will request it through a secure method.

3) How We Use Information

We use information for legitimate business purposes, including to:

- Provide, manage, and improve the Services (estimating, scheduling, contracting, construction administration, warranty coordination)
- Communicate with you (quotes, scope clarification, approvals, project updates, issue resolution)
- Process invoices and payments, and maintain financial records
- Coordinate with subcontractors, suppliers, designers, engineers, consultants, and inspectors as needed to perform the work
- Maintain job records for quality control, warranty, safety, code compliance, and dispute documentation
- Protect our rights and property (including enforcing contracts, collecting amounts due, and pursuing/defending legal claims, including construction-related remedies such as lien/collection activity where permitted)
- Detect and prevent fraud, abuse, or security incidents
- Comply with legal obligations and respond to lawful requests

4) How We Disclose Information

We may disclose information in the following circumstances:

A. Service providers

We may share information with vendors who help operate our business (hosting, CRM, analytics, e-signature, file storage, project management, accounting, etc.). They are authorized to access information only to perform services for us and are expected to protect it.

B. Subcontractors, suppliers, and project participants

To perform the work, we may share relevant project and contact information with subcontractors, suppliers, designers, engineers, consultants, or inspectors involved in your project.

C. Legal, safety, compliance

We may disclose information if we believe in good faith it is necessary to:

- Comply with applicable law, regulation, legal process, or government request
- Enforce our agreements and policies
- Protect the rights, property, and safety of PANDEN, our clients, our subcontractors, or others
- Investigate or prevent suspected fraud, security issues, or wrongdoing

D. Business transfers

If we are involved in a merger, acquisition, financing, reorganization, or sale of assets, information may be transferred as part of that transaction (subject to reasonable confidentiality protections).

5) What We Do Not Do

- We do **not** sell personal information for money.
- We do **not** publish your personal contact details publicly as part of our normal operations.

6) Data Retention

We retain information as long as reasonably necessary to provide the Services and for legitimate business needs, such as:

- Contract administration, warranty support, and project history
 - Tax, accounting, and recordkeeping obligations
 - Dispute resolution, claim preservation, and legal compliance
- Retention periods vary by record type and legal requirements.



7) Data Security

We use reasonable administrative, technical, and physical safeguards designed to protect information. No method of transmission or storage is 100% secure, so we cannot guarantee absolute security. If a security incident occurs, we will comply with any applicable legal notification obligations.

8) Cookies, Analytics, and Similar Technologies

We may use cookies, pixels, tags, and similar tools to:

- Operate and improve our website and Services
- Understand website performance and usage patterns
- Remember preferences and reduce repetitive entries

You can control cookies through your browser settings. If you disable cookies, some site functionality may not work. We may use analytics tools (e.g., Google Analytics) to help understand website traffic and improve the website.

9) Project Photos, Video, and Marketing/Portfolio Use

A. Documentation photos (standard and always allowed)

We may take photos and/or video of the project before, during, and after construction for documentation, quality control, warranty, safety, training, estimating accuracy, and dispute prevention/resolution. These files may include areas of your home and jobsite conditions.

B. Marketing/portfolio use (customer-friendly opt-out model)

Unless you opt out in writing as described below, you grant PANDEN permission to use **non-sensitive** photos/video of the work (including before/after progress) for our portfolio, internal training, website, and marketing (including social media and proposals), provided that we will **not** intentionally include your name, faces, mail, personal documents, security system details, or other identifying/sensitive personal details.

Opt-out: You may opt out of marketing/portfolio use at any time by emailing a written notice to: office@pandemconstruction.com. Opting out does not affect documentation photos needed for project administration.

10) Communications Consent (Email, Calls, Texts) and Call Recording

A. Service communications (transactional)

By providing your contact information, you agree we may contact you about your inquiry, estimate, contract, project, scheduling, approvals, invoices, warranty, and related service matters.

B. Marketing communications

You may opt out of promotional emails by using an unsubscribe link (if included) or by contacting us. Opting out of marketing does not stop service/transactional messages. Opt-out applies going forward. If you previously approved (or did not opt out of) marketing/portfolio use and later request removal of an online post, we will make commercially reasonable efforts to remove, crop, or de-identify the content within a reasonable time, where practical.

C. Text messaging

If you provide a mobile number, you consent to receive texts related to the Services. Message/data rates may apply. You can opt out by replying STOP (or by contacting us). We may confirm your opt-out. Marketing texts, if any, are only sent with required consent, and that consent isn't a condition of purchase.

D. Call recording

Where permitted by law, calls may be monitored and/or recorded. If you do not want a call recorded, tell us at the start of the call. We will provide notice and obtain consent where required. By continuing the call after notice, you consent to recording



11) Your Privacy Rights and Choices

Privacy rights vary by state and may depend on whether a law applies to our business. Depending on your location and the nature of your request, you may have rights to request access to, correction of, or deletion of certain personal information, and to opt out of certain processing where required by law.

How to submit a request: Contact us using Section 14. We may need to verify your identity before processing certain requests. We will respond within the timeframes required by applicable law.

12) Children's Privacy

Our Services are not directed to children under 13, and we do not knowingly collect personal information online from children under 13.

13) Third-Party Links

Our website may link to third-party websites. We are not responsible for their content or privacy practices. Review their privacy policies before providing information.

14) Contact Us (Privacy)

PANDEN Construction LLC

Office Email: office@pandenconstruction.com

Office phone: 801-797-0075

Office Address: 2135 W. Main St. Lehi, UT 84043 #B307

15) Changes to This Policy

We may update this Policy from time to time. The "Last Updated" date will reflect changes. Continued use of the Services after an update means you accept the revised Policy.

PART 2 — WEBSITE TERMS OF USE

These Terms of Use govern your access to and use of PANDEN's website and any online features we provide (the "Site").

16) Acceptance of Terms

By using the Site, you agree to these Terms. If you do not agree, do not use the Site.

17) Changes to the Site or Terms

We may modify the Site or these Terms at any time. Changes take effect when posted.

18) Intellectual Property

The Site and its content (text, graphics, logos, photos, videos, and design) are owned by PANDEN or its licensors and protected by applicable intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from Site content without our written permission, except for personal, non-commercial use.



19) Limited License and Prohibited Uses

We grant you a limited, non-exclusive, revocable license to access and use the Site for lawful purposes. You agree not to:

- Use the Site for unlawful, fraudulent, or harmful purposes
- Attempt to gain unauthorized access to systems or data
- Interfere with the Site's security or functionality
- Scrape, harvest, or collect information from the Site without permission

20) User Submissions

If you submit content through the Site (e.g., inquiry details, photos, documents), you represent that you have the right to submit it. You grant PANDEN a license to use that content for the purpose of responding to your inquiry and providing the Services.

21) No Professional Advice; Informational Content

Any information on the Site is provided for general informational purposes and may not reflect current conditions, pricing, scheduling availability, code interpretations, or project-specific requirements. Site content is not a binding offer. Estimates and project terms are only binding if set forth in a written agreement signed by PANDEN.

22) Disclaimers

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, PANDEN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

23) Limitation of Liability (Website Only)

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PANDEN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE SITE.

TO THE EXTENT LIABILITY IS NOT OTHERWISE EXCLUDED, PANDEN'S TOTAL LIABILITY FOR SITE-RELATED CLAIMS WILL NOT EXCEED \$100 OR THE AMOUNT YOU PAID (IF ANY) TO ACCESS THE SITE, WHICHEVER IS GREATER.

This limitation applies to Site use only and does not alter liability terms in any signed construction contract.

24) Indemnification

You agree to indemnify and hold harmless PANDEN from claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from your misuse of the Site, your violation of these Terms, or your submitted content.

25) Third-Party Services

The Site may reference or link to third-party services. PANDEN is not responsible for third-party content, availability, or practices.

26) Governing Law and Venue

These Terms are governed by Utah law (without regard to conflict-of-law rules). Any lawsuit arising from these Terms or the Site must be brought in the state or federal courts located in Utah, and you consent to personal jurisdiction and venue in those courts.



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27) Severability; No Waiver; Assignment

If any provision is held unenforceable, the remainder remains in effect. PANDEN's failure to enforce any provision is not a waiver. PANDEN may assign these Terms; you may not assign them without written consent.

28) Contact Us (Website Terms)

Use the contact information in Section 14.

