Privacy Policy

This Policy applies only to information collected through the Platform, and it does not apply to information collected or obtained by other IF YOU DO NOT AGREE TO THIS POLICY, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

INFORMATION

How we collect and store information depends on how you access and use the Platform. We collect information in multiple ways including when you provide information directly to us, when you permit third parties to provide information to us, and when we passively collect information from you, such as information collected from your browser or device.

We may collect information from you during your use or access of the Platform, The information you provide directly to us may concern you or others and may include, but is not limited to: (a) name; (b) zip code; (c) email address; (d) home or business telephone number; (e) home, business or mailing address; (f) demographic information (e.g., gender, age, political preference, education, race or ethnic origin, and other information relevant to user surveys and/or offers); (g) date of birth; (h) insurance information; (i) photographs; (j) information about your project, home, request or need; (k) video or audio files; (l) in certain circumstances, payment and/or identity verification information; and/or (m) any other content you include in communications with other users through the Platform or communications with us. It may also include information specific to services you are requesting or offering through the Platform, such as a business name, service description, qualifications and credentials. You are not required to provide us with such information, but certain features of the Platform may not be accessible or available, absent the provision of the requested information.

*Information from Affiliates, Social Networking Sites, and other Non-affiliated Third Parties*

We may also use local shared objects (also known as "Flash cookies") to assist in delivering special content, such as video clips or animation. Flash cookies are stored on your device, but they are not managed through your web browser. To learn more about how to manage Flash cookies, you can visit the Adobe website and make changes at the Global Privacy Settings Panel.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but your browser may allow you to modify your browser settings to decline cookies if you prefer. If you disable cookies, you may be prevented from taking full advantage of the Platform, because it may not function properly. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser may not affect flash cookies. As we adopt additional technologies, we may also gather additional information through other methods.

HOW QUALIFIX USES THE INFORMATION WE COLLECT

We may use your information to enable you to use the services available through the Platform, including registering you for our services and verifying your identity and authority to use our services, to respond to your inquiries, for market research purposes, including, but not limited to, the customization of the Platform according to your interests, to resolve disputes, to protect ourselves and other users of the Platform, and to enforce any legal terms that govern your use of the Platform and other lawful activity.

QualiFix may disclose your information when required by law or when we believe in good faith that such disclosure is necessary to: (a) comply with subpoenas, court orders, or other legal process we receive; (b) establish or exercise our legal rights including enforcing and administering agreements with users; or (c) defend QualiFix against legal claims. If we are required by law to disclose your information, we will use commercially reasonable efforts to notify you unless (1) we believe in our sole discretion that providing notice could create a risk of injury or death, or that harm or fraud could be directed to QualiFix or users; or (2) we are precluded from providing notice by law. We will attempt to provide the notice by email if you have given us an email address. While you may challenge the disclosure request, please be advised we may still be legally required to turn over your information.

Protection of QualiFix and Others. We may disclose your information to whomever necessary when we believe it appropriate to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Terms of Use or any other legal terms governing use of the Platform, and/or to protect our rights and property and the rights and property of other users.

Please be advised that some information you provide and/or that we collect will be publicly accessible. For instance, registration for an Account requires that you provide us with your name. If you register through Facebook, the Platform will use the name associated with your Facebook account. Your name (full name, or in some instances, your first name and last initial) may be visible to other users. Depending on the circumstances, your name may be attached to your Content or information, such as scheduling of Pro Services, service requests, reviews, participating in discussions or forums, messaging, and profile information. Certain other people, including other users with whom you have interacted via the Platform, will see information about you that is attached to your name. For example (but without limitation), if you are a Customer Member seeking Pro Services, the description you provide of your desired services, along with your name, will be shown to some Pro Members registered in the relevant category along with your name. Thus, other users may be able to personally identify you based on Content you provide. Similarly, the information we collect, including but not limited to when you last accessed the Platform, may be shared with other Members with whom you are interacting or otherwise made public.

We invite you to post Content on or through our Platform, including, but not limited to, your comments, pictures, Service Member profile, and any other information. However, please be careful and responsible whenever you are online. If you choose to post User Content on or through the Platform, such as through Member-to-Member messaging or through our review boards, forums, blogs, or other postings, that information: (a) may be or may become publicly available; (b) may be collected and used by third parties with or without our knowledge; and (c) may be used in a manner that may violate this Policy, the law, or your personal privacy.

ANALYTICS

*Analytics*

We may use third-party web analytics services on the Platform, such as those of Google Analytics. These service providers use the sort of technology described in the Information That Is Passively or Automatically Collected section above to help us analyze how users use the Platform, including by noting the third-party website from which you arrive. The information collected by the technology will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Platform. We also use Google Analytics for certain purposes related to advertising, as described in the following section. To prevent Google Analytics from using your information for analytics, you may install the [Google Analytics Opt-Out Browser Add-on](https://tools.google.com/dlpage/gaoptout).

*Tailored Advertising*

Third parties whose products or services are accessible or marketed via the Platform may also place cookies or other tracking technologies on your computer, mobile phone, or other device to collect information about your use of the Platform in order to (a) inform, optimize, and serve marketing content based on past visits to our websites and other sites and (b) report how our marketing content impressions, other uses of marketing services, and interactions with these marketing impressions and marketing services are related to visits to our websites. We also allow other third parties (e.g., ad networks and ad servers such as Google Analytics, DoubleClick, Facebook and others) to serve tailored marketing to you and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Platform. We neither have access to, nor does this Policy govern, the use of cookies or other tracking technologies that may be placed on your computer, mobile phone, or other device you use to access the Platform by non-affiliated, third-party ad technology, ad servers, ad networks or any other non-affiliated third parties. Those parties that use these technologies may offer you a way to opt out of targeted advertising as described below. You may receive tailored advertising on your computer through a web browser. Cookies may be associated with de-identified data linked to or derived from data you voluntarily have submitted to us (e.g., your email address) that we may share with a service provider in hashed, non-human-readable form.

When using a mobile application you may also receive tailored in-application advertising content. Each operating system-iOS for Apple devices, Android for Android devices, and Windows for Microsoft devices-provides its own instructions on how to prevent the delivery of tailored in-application marketing content. You may review the support materials and/or the privacy settings for the respective operating systems in order to opt-out of tailored in-application advertising. For any other devices and/or operating systems, please visit the privacy settings for the applicable device or contact the applicable platform operator.

PRIVACY OF MINORS

QualiFix services are not designed for minors under 18. Only persons 18 years of age or older may use the Platform. If we discover that an individual under 18 has provided us with personal information, we will close the account and delete the personal information to the extent required by the Children's Online Privacy Protection Act. We may, where permitted by law, retain certain information internally for purposes described in this Policy.

SECURITY

We employ physical, procedural, and technological security measures to help protect your personal information from unauthorized access or disclosure. QualiFix may use encryption, passwords, and physical security measures to help protect your personal information against unauthorized access and disclosure. No security measures, however, are 100% failsafe. Therefore, we do not promise and cannot guarantee, and thus you should not expect, that your personal information or communications will not be collected, disclosed and/or used by others. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, keeping your log-in and password private, and not recycling passwords from other websites or accounts. QualiFix is not responsible for the unauthorized use of your information nor for any lost, stolen, or compromised passwords, or for any activity on your Account via unauthorized password activity.

UPDATING YOUR INFORMATION

You may review, correct, and delete certain information about you by, for QualiFix branded portions of the Platform, logging in to the Platform and navigating to your preferences page in "Your Dashboard" or, for Setter branded portions of the Platform, logging in to the Platform and navigating to your HomeHub. You must promptly update your Account information if it changes or is inaccurate. Upon your request, we will close your Account and remove your profile information from view as soon as reasonably possible. We may retain information from closed Accounts in order to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations of any user, enforce our Terms of Use, and/or for any other purposes otherwise permitted by law that we deem necessary in our sole discretion. You should understand, however, that once you transmit User Content through the Platform, you may not be able to change or remove it. Once we have deactivated or removed your Account, you agree that QualiFix will not be responsible to you for retaining information related to your Account.

FOR NEVADA RESIDENTS

Under Nevada law, certain Nevada consumers may opt out of the sale of “personally identifiable information” for monetary consideration to a person for that person to license or sell such information to additional persons. “Personally identifiable information” includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online.

We do not engage in such activity; however, if you are a Nevada resident who has purchased or leased goods or services from us, you may submit a request to opt out of any potential future sales under Nevada law.

CALIFORNIA NOTICE OF PRIVACY PRACTICES

If you are a California resident (as defined by the California Consumer Privacy Act), you may have certain rights. For more information, please see the [Supplemental Privacy Notice for California Residents](https://www.thumbtack.com/privacy/#supplemental-privacy-notice-for-california-residents) below.

CHANGE THIS POLICY

THIS POLICY IS CURRENT AS OF THE EFFECTIVE DATE SET FORTH ABOVE. QUALIFIX MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CHANGE THIS POLICY AT ANY TIME. QUALIFIX WILL POST ITS UPDATED POLICY ON THE PLATFORM, SEND YOU A MESSAGE OR OTHERWISE NOTIFY YOU WHEN YOU ARE LOGGED INTO YOUR ACCOUNT. QUALIFIX ENCOURAGES YOU TO REVIEW THIS POLICY REGULARLY FOR ANY CHANGES. YOUR CONTINUED ACCESS TO OR USE OF THE PLATFORM WILL BE SUBJECT TO THE TERMS OF THE THEN-CURRENT POLICY.

CONSENT TO TRANSFER

Our computer systems are currently based in the United States and Canada, so your personal data will be processed by us in the United States and Canada, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world. If you create an Account with the Platform as a visitor from outside the United States, by using the Platform, you agree to this Policy and you consent to the transfer of all such information to the United States and Canada, which may not offer a level of protection equivalent to that required in the European Union or certain other countries, and to the processing of that information as described in this Policy.

Supplemental Privacy Notice for California Residents

This Supplemental Privacy Notice supplements the information in our Privacy Policy above, and except as provided herein, applies solely to California residents (as defined by the California Consumer Privacy Act). It applies to personal information we collect on or through the Platform and through other means (such as information collected offline, in person, and over the telephone). It does not apply to personal information we collect from Service Members in their capacity as Service Members. Employees of QualiFix, Inc. and job applicants to jobs at QualiFix, Inc. are also not covered by this Supplemental Privacy Notice

Information We Collect

California law requires us to disclose information regarding the categories of personal information that we have collected about California consumers, the categories of sources from which we collect personal information, the business or commercial purposes (as each of those terms are defined by applicable law) for which we collect personal information, and the categories of parties with whom we share personal information.

As described further in our Privacy Policy above, in the preceding twelve months, we or our service providers may have collected the below categories of personal information for business or commercial purposes:

* Identifiers (such as account information, name, email address, address, phone number, or social network account and profile data);
* Commercial information (such as transaction data);
* Financial data (such as payment information);
* Internet or other network or device activity (such as IP address, unique device, advertising, and app identifiers, browsing history or other usage data);
* Location information (general location, and, if you provide permission, precise GPS location);
* Sensory information (such as audio recordings if you call our customer service);
* Inferences about your project preferences and traits; and
* Other information that identifies or can be reasonably associated with you (such as user generated content, e.g. reviews).

We collect the categories of personal information identified above from the following sources: (1) directly from you; (2) through your use of the Platform; (3) affiliates; and (4) third parties such as other users or vendors.

We or our service providers may collect the categories of information identified above for the following business or commercial purposes (as those terms are defined in applicable law):

* Our or our service provider’s operational purposes;
* Auditing consumer interactions on our site (e.g., measuring ad impressions);
* Detecting, protecting against, and prosecuting security incidents, fraudulent or illegal activity and activity that violates any terms or policies;
* Bug detection, error reporting, and activities to maintain the quality or safety of our services;
* Short-term, transient use, such as customizing content that we or our service providers display on services;
* Providing services (e.g., account servicing and maintenance, order processing and fulfillment, customer service, advertising and marketing, analytics, communication about our services, administering surveys, contests, and promotions, enabling you to find a Service Member to provide services to you, facilitating communications between users);
* Improving our existing services and developing new services (e.g., by conducting research to develop new products or features, or to train our employees on issues that our users need to be resolved);
* Other uses that advance our commercial or economic interests, such as third party advertising and communicating with you about relevant offers from third party partners;
* Other uses about which we notify you.

We describe our information sharing practices in the Privacy Policy above. In the previous twelve months, we may have shared certain categories of personal information with third parties for business purposes. For example, we may share your personal information with other users, such as Service Members when you request professional services. The personal information shared may include the following categories of personal information: (1) identifiers; (2) commercial information (such as the type of professional services you are seeking); (3) location information (e.g. to describe where you are seeking professional services); and (4) other information that can be associated with you (such as information related to a home improvement project).

Examples of these types of uses are identified below. We may also use the below categories of personal information for compliance with applicable laws and regulations, and we may combine the information we collect (“aggregate”) or remove pieces of information (“de-identify”) to limit or prevent identification of any particular user or device.

Rights

If you are a California resident (as defined by the California Consumer Privacy Act), you may have certain rights. California law may permit you to request that we:

* Provide you the categories of personal information we have collected or disclosed about you in the last twelve months; the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we shared personal information.
* Provide access to and/or a copy of certain information we hold about you.
* Delete certain information we have about you.

You may have the right to receive information about the financial incentives that we offer to you, if any. You also have the right to not be discriminated against (as provided for in applicable law) for exercising certain of your rights referenced herein. Certain information may be exempt from such requests under applicable law. In addition, we need certain types of information so that we can provide our services to you. If you ask us to delete it, you may no longer be able to access or use our services.

Metrics

California law may require us to compile the following metrics for the previous calendar year: the number of rights requests received, complied with, and denied, as well as the median number of days within which we responded to those requests. To the extent this obligation applies to QualiFix, we will update this section after the CCPA has been in effect for a year.