

Privacy Policy
Effective Date: July 1, 2024

This website ("Site") is owned and operated by Sally Beauty Supply LLC, d/b/a Happy Beauty Co. This Privacy Policy ("Policy") applies to the Site and describes how Happy Beauty Co. and its affiliates (collectively, "HBCO", "we", "our", "us") gather information about you, how we use that information, and what steps we take to protect that information.

By using this Site, you consent to the terms of this Policy as well as the Site Terms of Use. HBCO may change this Policy from time to time. Please check back periodically for up-to-date information about our privacy practices.

California residents: click here to read Your California Privacy Rights; the terms of which, in addition to those contained in this Policy, will govern the collection, use, disclosure and storage of personal information through this Site for such residents.

Click here to download this Policy in pdf form.

Information Collection and Use

We collect information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household ("personal information"). In particular, we collect the following categories of personal information from consumers:

Identifiers; Communication

Contact information, such as your name, alias, postal address, telephone number, and email; financial information, such as a credit or debit card number; online identifiers, such as an IP address and a social media channel ID; content of your communications with us; contest or sweepstakes entries.

Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From someone that contacts us on your behalf. From third parties such as social media; and other third parties who help us improve our marketing or prevent fraud. From our affiliates.
Purpose of Collection or Use	Identify and communicate with you. Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us. Demonstrate your agreement to or acceptance of documents or terms presented to you. Process your payment.

	Manage and improve our business operations. Provide relevant marketing to you. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. collect and remit appropriate sales tax; exercise or defend legal claims; reporting due to regulators/government entities). Other purposes communicated to you at the time of collection.
Disclosed to third parties (not service providers/processors) for a business purpose.	Financial institutions and payment processors to process payments and refunds. Our affiliates to provide shared business services (e.g. customer service, loss prevention, information security, IT support, accounting, tax). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

We may “sell” or “share” (as those terms are defined by certain state privacy laws) your identifiers (excluding financial information, such as a credit or debit card information) to marketing service companies to facilitate advertising our brand through cross contextual or targeted advertising.

Note, your live communications with our offices and stores may be recorded. This includes video and telephone calls and chat.

Characteristics

Sex, gender, or gender identity; language preference; age or age range; physical characteristics such as hair curl pattern.

Source	From you when you choose to provide it, to indicate marketing preferences, participate in a survey, or otherwise when you provide it to us or interact with us online (such as through our Site, via chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From third parties such as marketing companies.
Purpose of Collection or Use	Identify and communicate with you (e.g. address you by your preferred pronouns, or communicate in your preferred language, if you request it). Provide relevant marketing to you. Improve our goods and services. Other purposes communicated to you at the time of collection.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. marketing, product development). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Commercial Information

Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). We create some of this as the original source of the information when you purchase goods from us.
Purpose of Collection or Use	Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us. Process your payment. Improve our goods or services and train our employees. Manage and improve our business operations. Provide relevant marketing to you. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. collect and remit appropriate sales tax; exercise or defend legal claims; reporting due to regulators/government entities). Other purposes communicated to you at the time of collection.
Disclosed to third parties (not service providers) for a business purpose.	Financial institutions and payment processors to process payments and refunds. Our affiliates to provide shared business services (e.g. customer service, marketing, accounting). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

We may “sell” or “share” (as those terms are defined by certain state privacy laws) your Commercial Information to marketing service companies to facilitate advertising our brand through cross contextual or targeted advertising.

Internet or other Electronic Network Activity

Browsing history; search history; your interaction with an advertisement; whether you open or click on emails we send you; referring website; device operating system and browser type. Also, see our section titled Cookies below.

Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, email, or social media).
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	From third parties such as information submitted through online data aggregators; social media; data analytic providers; and other third parties who help us improve our marketing or prevent fraud.
Purpose of Collection or Use	Improving the efficiency and quality of our Site, products, and services; debugging, identifying, and repairing errors that impair the intended functionality of our Site. Provide relevant marketing to you. Manage and improve our business operations. Physical security, cybersecurity, incident response, and risk reduction purposes. Other purposes communicated to you at the time of collection.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. marketing, information security, IT support). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

We may “sell” or “share” (as those terms are defined by certain state privacy laws) your Internet or other Electronic Network Activity to marketing service companies to facilitate advertising our brand through cross contextual or targeted advertising.

Geolocation Data

Approximate physical location.

Source	From you or your device(s) when you provide it to us or interact with us online.
Purpose of Collection or Use	Help you locate a store, when you request it.
Disclosed to third parties (not service providers) for a business purpose.	No.

Sensory Data

Audio, electronic, visual, or similar information.

Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From our devices in our stores or offices, such as Closed Circuit Television systems or devices that monitor store traffic patterns.
Purpose of Collection or Use	Identify and communicate with you. To provide a service you requested.

	Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us. Improve our goods or services and train our employees. Manage and improve our business operations. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. exercise or defend legal claims). Other purposes communicated to you at the time of collection.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. customer service, loss prevention, information security, IT support). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Inferences

Profile reflecting a consumer's preferences, characteristics, predispositions, values, behavior, and attitudes.

Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via submission of a Beauty Quiz, chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From third parties such as information submitted through online data aggregators; social media; data analytic providers; and other third parties who help us improve our marketing or prevent fraud.
Purpose of Collection or Use	Improve our goods or services. Manage and improve our business operations. Provide relevant marketing to you.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. marketing, IT support, product development). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

This Site is directed to adults, and HBCO does not knowingly collect personal information of consumers under the age of 16. If you believe we have collected personal information of a consumer under the age of 16, please contact us at customerservice@happybeautyco.com, and we will make reasonable efforts to delete such information from our records.

We may collect information that is not considered “personal information” (subject to the law(s) that apply to you, as a data subject), publicly available information or lawfully obtained truthful information that is a matter of public concern; de-identified or aggregated information; or information covered by other specific privacy laws. We collect, disclose, and use this information in accordance with applicable law.

Information Disclosure and Purpose

We may disclose information about you to our service providers or other processors to perform services on our behalf.

- We use a variety of service providers to help us perform routine business functions. Those include, but are not limited to: printers; delivery services and couriers; administration of our surveys and contests/sweepstakes; software and technology providers; staff augmentation; and data processing and analytics companies.
- Companies with whom we have marketing agreements.
- Companies who help us improve the efficiency and quality of our Site, business operations, products, and services; debug, identify, and repair errors that impair the intended functionality of our Site.

For your protection we require, or these companies are otherwise obligated, to keep all personal information confidential.

We may also disclose some or all of the information that we collect (described in the Information Collection and Use) as permitted by law. For example, we may share information:

- With regulatory authorities and law enforcement officials.
- When we believe in good faith that the disclosure is required to prevent harm or injury, or a perceived physical threat to any individual (such as product recalls, claims, or other liability).
- To respond to a subpoena or other valid legal inquiry.
- As part of a merger, acquisition, or sale of business involving HBCO.
- To investigate a breach of an agreement or contravention of law; to detect, suppress or prevent fraud; and where otherwise necessary for the establishment, exercise or defense of legal claims.
- Other parties and purposes communicated to you at the time of collection.

Protection of Information

We have appropriate physical, electronic, and procedural security safeguards to protect and secure the information we collect. However, no website or the systems it depends on are completely secure. You are also responsible for taking steps to protect your personal information against unauthorized disclosure or misuse.

- We work to protect the security of your personal information during transmission by using encryption protocols and software.
- We follow the Payment Card Industry Data Security Standard (PCI DSS) when handling credit card data.
- We maintain physical, electronic, and procedural safeguards in connection with the collection, storage, and disclosure of personal information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you.

Cookies; Interest Based Advertising; Social Media

Our Site may use cookies, web server logs, tags, SDKs, tracking pixels, local storage, JavaScript, APIs, social widgets, and other similar technologies from time to time.

- Cookies are small data files a website can send to your browser, which may then be stored on your device, sometimes with a code unique to your device. They may be served by the entity that operates the website you are visiting (“first-party cookies”) or by other companies (“third-party

cookies”). Cookies enable us and our vendors to recognize your computer; store your preferences, settings, and other data; understand the web pages you have visited on our Site and elsewhere; enhance your user experience by delivering and measuring the effectiveness of content and advertising tailored to your interests; perform searches and analytics; and assist with security and administrative functions.

- A web server log is a file where online activity is stored. It may be used for similar purposes.
- An SDK is a set of tools and/or code that we embed in our applications and software to perform certain functions, such as allowing us or third parties to collect information about how users interact with our Site.
- Tags or tracking pixels (sometimes also referred to as web beacons or clear GIFs) are small code (sometimes containing, generating, or detecting a unique identifier) embedded in websites, online ads, and email, that can be used for purposes such as generating web server logs or reading or writing cookies for the purposes described above.
- Social widgets are buttons or icons provided by third-party social media providers that allow you to interact with those social media services when you view a web page or mobile app screen. Widgets may collect browsing data, which may be received by the third party that provided the widget, and are controlled by such third parties.
- We may also use certain third-party web and mobile app analytics services – including but not limited to Google Analytics and Facebook Custom Audiences – to help us understand and analyze how visitors use the Site and serve ads on our behalf across the Internet and in different channels.

You can control or limit how we and our partners use cookies and similar technologies, including for advertising.

- Scroll down to the footer and click Cookie Settings to adjust the cookie settings on your device and browser, or you may enable the Global Privacy Control signal that may be available in certain browsers and extensions. This action is limited to the device and web browser you are using because the methods detailed above correspond to your device or browser ID. If you use another device or browser, you need to take this action on each device and browser.
- While most browsers and devices accept cookies by default, the settings usually allow you to clear or decline cookies. If you disable cookies, some of the features of our Site may not function properly. For example, if you do not allow cookies at all, you might not be able to view some of our Site.
- We may use the services of third parties to collect and use information about your visits to and interactions with our website through cookies to personalize advertisements for goods and services. To learn more, or to opt-out of receiving online display advertisements tailored to your interests by our third party partners, visit the [Network Advertising Initiative](#) and the [Digital Advertising Alliance](#) website.
- For Google Analytics, you can opt-out through Google Ads Settings, Ad Settings for mobile apps, or any other available means (for example, the NAI's opt-out listed above). You can also install Google's opt-out browser add-on.
- For audience targeting, we may share hashed identifiers that represent an email address or name, along with other information you provide to us such as approximate location, birthday and/or phone number, with partners such as Google or Facebook so they can provide us audiences interested in specific types of products and services. Google or Facebook will only provide this information, and can only identify you, based on their separate policies and agreements with you.
- For more information about the privacy practices of social media platforms you use, please review their privacy policies and settings on your social media accounts.
- To opt out of ads on TikTok, Instagram, Facebook, Pinterest, Bing, or Google that are targeted to your interests, use your [TikTok](#), [Instagram](#), [Facebook](#), [Pinterest](#), [Bing](#), or [Google Ads](#) settings.

Marketing Opting Out

If you would like to stop receiving promotions, updates, and special offers, email customerservice@happybeautyco.com. Include a statement requesting that you would like to opt out of e-mail promotions. Please allow sufficient time for your request to be processed. It may take up to 10 days to process an email opt-out request.

Even if you opt out of receiving marketing communications from us, we may still contact you for transactional purposes. For example, we may contact you to fulfill your order, provide customer service, or communicate product recalls.

Most browsers and mobile devices allow users to enable or disable geolocation using pop-ups or controls located in the settings menu. If you have permitted us to access your geolocation data, you may disable the access by adjusting the permissions in your browser or device.

Maintenance of Accurate Information

We have established commercially reasonable procedures designed to ensure that your personal information is as accurate and complete as possible. If you believe that our records contain inaccurate or incomplete information about you, please update said records by emailing customerservice@happybeautyco.com.

California, Virginia, Colorado, Connecticut, Utah, Texas, and Oregon – Your Privacy Choices

You, or an authorized agent on your behalf, have the right to make requests regarding your personal information. These rights vary depending on where you reside, requiring our response in California, Virginia, Colorado, Connecticut, Utah, Texas, and Oregon only at this time, except as noted below. A description and method(s) to submit each type are detailed below.

Right to Opt Out of Sale/Sharing

Opt out of the sale or sharing of your personal information or targeted advertising, where “sale” means providing your personal information to a third party for monetary or other valuable consideration, and “share” means providing your personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration.

Two steps to submit an Opt Out request:

1. Scroll to the bottom of this page, click Cookie Settings in the footer, and turn off cookies;
OR
Enable the Global Privacy Control signal available in certain browsers and extensions, and we will treat that signal as a valid opt-out request;
AND
2. Click [here](#); or
Call 833-505-0472.

Step 1: This action is limited to the device and web browser you are using because the methods detailed above correspond to your device or browser ID. It stops the automatic collection of information that may be sold or shared. If you use another device or browser, you need to opt out on each device and browser.

Step 2: This request will be connected to your customer file, and it corresponds to you, as opposed to a device or browser.

Note to VA, CO, CT, TX, and OR consumers: We do not provide a right to opt out of profiling in furtherance of decisions that produce legal or similarly significant effects concerning you, as we don't engage in such profiling.

Right to Delete

Delete personal information we've collected about you.

If you ask us to delete your personal information, we may not be able to honor that request to the extent the information is required to process your payments or returns; fulfill your order; or comply with tax, audit, legal, or regulatory requirements.

To submit a Right to Delete request:

Click [here](#); or

Call 833-505-0472.

Right to Correct

Correct inaccurate personal information we maintain about you.

To submit a Right to Correct request:

Click [here](#); or

Call 833-505-0472.

Right to Know, Access, and Portability

- That we're processing your personal information and access the same;
- What categories and/or specific pieces of personal information we have about you;
- The categories of sources we from which we collected it; and
- Our business purpose for collecting, selling, or sharing it, including what categories of or specific third parties we disclose it to.

We respond to all such requests in a portable format.

To submit a Right to Know request:

Click [here](#); or

Call 833-505-0472.

Authorized Agents

If you are an authorized agent, you must provide documentation (e.g. signed permission, power of attorney) showing you are authorized by the consumer, to act on the consumer's behalf.

1. We may also require the consumer to verify their own identity directly with us and directly confirm to us that they provided the authorized agent permission to submit the request.
2. #1 does not apply if a consumer has provided the authorized agent with a power of attorney, consistent with applicable state law.

If you submit your request online, such documentation can be uploaded with the request. For security and legal reasons, we will reject requests that require us to access third-party websites or services.

Verification

When you submit a request, you will receive an email asking you to confirm your email. If you do not confirm your email, we may not be able to complete your request. If you request specific pieces of personal information we have about you, or deletion or correction of your information, we reserve the right to take additional steps to verify your identity before responding. We will contact you through the method you submitted the request.

Appeals

If you live in California, Virginia, Colorado, Connecticut, Utah, Texas, or Oregon, and we decline to fulfill one of the requests above, we'll provide you instructions on how to appeal in such denial. You can also call us at 833-505-0472 to appeal.

Discrimination

We will not discriminate against you for exercising any of your rights described herein.

Third Party Sites

Our Site may include links to websites or applications that are owned or operated by third parties. Please note that this Policy does not cover the practices of those websites. We encourage you to review the privacy practices of those third parties.

Do Not Track

Certain states require us to indicate whether we honor your browser's "Do Not Track" settings concerning targeted advertising. HBCO adheres to the standards set out in this Policy and does not monitor or respond to Do Not Track browser requests.

Nevada

Nevada law allows consumers to "opt out" of the sale of certain personal information, called "covered information." HBCO does not sell covered information as defined in the law.

Contact Us

If you have questions about this Privacy Policy, or to contact us as referenced above, HBCO can be reached as follows:

Happy Beauty Co.

Attn.: Web Privacy

3001 Colorado Blvd.

Denton, TX 76210

1-800-229-7071

customerservice@happybeautyco.com

Your California Privacy Rights and Social Responsibility **This privacy notice was last updated January 30, 2024**

This is a web site ("Site") operated by Sally Beauty Supply LLC, d/b/a Happy Beauty Co. Please also read our Terms of Use.

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS ("Notice") supplements the information contained in the Privacy Policy of Happy Beauty Co. and its affiliates (collectively, "HBCO," "we," "us," or "our") and applies solely to visitors of this Site and our stores, users, and others who reside in the State of California, to whom the California Consumer Privacy Act, as amended, ("CCPA") applies ("consumers" or "you"). We adopt this notice to comply with the CCPA and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this Notice.

Click [here](#) to download this Notice in pdf form.

If you are an employee, job applicant, contractor, director, or officer of ours residing in California, [click here](#) for the Applicant/Employee Privacy Notice. This Notice does not apply to you, unless you also interact with us as described above.

Information We Collect

We collect information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household ("personal information"). In particular, we collect or have collected the following categories of personal information from consumers within the last twelve (12) months:

Identifiers

Contact information, such as your name, alias, postal address, email, and telephone number; financial information, such as a credit or debit card number; and online identifiers, such as an IP address and a social media channel ID.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From someone that contacts us on your behalf. From third parties such as social media; and other third parties who help us improve our marketing or prevent fraud. From our affiliates.
Purpose of Collection or Use	Identify and communicate with you. Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us. Demonstrate your agreement to or acceptance of documents or terms presented to you. Process your payment. Manage and improve our business operations. Provide relevant marketing to you. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. collect and remit appropriate sales tax; exercise or defend legal claims; reporting due to regulators/government entities). Other purposes communicated to you at the time of collection.
Information sold or shared for cross-context behavioral advertising	Yes, to marketing service companies to facilitate advertising our brand.
Retention Period*	We retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Financial institutions and payment processors to process payments and refunds. Our affiliates to provide shared business services (e.g. customer service, loss prevention, information security, IT support, accounting, tax). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Legally Protected Demographics

Personal information described in subdivision (e) of Section 1798.80.

Examples include name, physical characteristics such as hair curl pattern, address, telephone number, credit card number, debit card number.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site or our social media) or offline (such as through a retail location or over the phone). From someone that contacts us on your behalf. From third parties such as social media; and other third parties who help us improve our marketing or prevent fraud. From our affiliates.
Purpose of Collection or Use	Identify and communicate with you. Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us. Process your payment. Manage and improve our business operations. Provide relevant marketing to you. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. collect and remit appropriate sales tax; exercise or defend legal claims). Other purposes communicated to you at the time of collection.
Information Sold or Shared	Yes, to marketing service companies to facilitate advertising our brand.
Retention Period*	We retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Financial institutions and payment processors to process payments and refunds. Our affiliates to provide shared business services (e.g. customer service, accounting, marketing, loss prevention, IT support, information security). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Characteristics of Protected Classifications under California or Federal Law

Sex, gender, or gender identity; language preference; age or age range.

Collected?	Yes
Source	From you when you choose to provide it, to indicate marketing preferences or participate in a survey, or otherwise when you provide it to us or interact with us online (such as through our Site, via chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From third parties such as marketing companies.
Purpose of Collection or Use	Identify and communicate with you (e.g. address you by your preferred pronouns, or communicate in your preferred language, if you request it). Provide relevant marketing to you. Improve our goods and services. Other purposes communicated to you at the time of collection.
Information Sold or Shared	No
Retention Period*	We retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. marketing, product development). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Commercial Information

Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via chat or email, or our social media) or offline (such as through a retail location or over the phone). We create some of this as the original source of the information, when you purchase goods from us.
Purpose of Collection or Use	Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us. Process your payment. Improve our goods or services and train our employees.

	Manage and improve our business operations. Provide relevant marketing to you. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. collect and remit appropriate sales tax; exercise or defend legal claims; reporting due to regulators/government entities). Other purposes communicated to you at the time of collection.
Information sold or shared for cross-context behavioral advertising	Yes, to marketing service companies to facilitate advertising our brand.
Retention Period*	We retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Financial institutions and payment processors to process payments and refunds. Our affiliates to provide shared business services (e.g. customer service, marketing, accounting). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Biometric Information

We do not collect an individual's physiological, biological, or behavioral characteristics, which is used, or is intended to be used, to establish individual identity.

Internet or other Electronic Network Activity

Browsing history; search history; your interaction with an advertisement; whether you open or click on emails we send you; referring website; device operating system and browser type.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, email, or social media). From third parties such as information submitted through online data aggregators; social networks; data analytic providers; and other third parties who help us improve our marketing or prevent fraud.
Purpose of Collection or Use	Provide relevant marketing to you. Manage and improve our business operations. Physical security, cybersecurity, incident response, and risk reduction purposes.

	Other purposes communicated to you at the time of collection.
Information sold or shared for cross-context behavioral advertising	Yes, to marketing service companies to facilitate advertising our brand.
Retention Period*	To the extent this information is associated with a customer record, we retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. marketing, information security, IT support). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Geolocation Data

Approximate physical location.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online.
Purpose of Collection or Use	Help you locate a store, when you request it.
Information sold or shared for cross-context behavioral advertising	No
Retention Period*	Your location is used momentarily to perform the function listed above. It is not retained.
Disclosed to third parties (not service providers) for a business purpose.	No

Sensory Data

Audio, electronic, visual, or similar information.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via chat or email, or our social media) or offline (such as through a retail location or over the phone). From our devices in our stores or offices, such as Closed Circuit Television systems or devices that monitor store traffic patterns.
Purpose of Collection or Use	Identify and communicate with you. To provide a service you requested. Complete transactions initiated by you such as purchases or returns, and to provide customer service after such transactions or when you contact us.

	Improve our goods or services and train our employees. Manage and improve our business operations. Physical security, cybersecurity, incident response, and risk reduction purposes. Legal, recordkeeping, and compliance purposes (e.g. exercise or defend legal claims). Other purposes communicated to you at the time of collection.
Information sold or shared for cross-context behavioral advertising	No
Retention Period*	Under normal circumstances, voicemails, call recordings, chat recordings, and videos for security purposes are retained for up to one year. There are circumstances where we may connect a voicemail, call recording, or chat recording to a customer record. To the extent this information is associated with a customer record, we retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. customer service, loss prevention, information security, IT support). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Inferences

Profile reflecting a consumer's preferences, characteristics, predispositions, values, behavior, and attitudes.

Collected?	Yes
Source	From you or your device(s) when you provide it to us or interact with us online (such as through our Site, via submission of a Beauty Quiz, chat, video call, or email, or our social media) or offline (such as through a retail location or over the phone). From third parties such as information submitted through online data aggregators; social media; data analytic providers; and other third parties who help us improve our marketing or prevent fraud.
Purpose of Collection or Use	Improve our goods or services. Manage and improve our business operations. Provide relevant marketing to you.
Information sold or shared for cross-context behavioral advertising	No

Retention Period*	We retain our customer records during the time such customer is active. Thereafter, records, or portions thereof may be deleted when there is no longer a legal or compliance reason to retain the data.
Disclosed to third parties (not service providers) for a business purpose.	Our affiliates to provide shared business services (e.g. marketing, IT support, product development). Other third parties (such as law enforcement) as required by law, or as necessary to exercise our legal rights.

Professional or Employment-Related Information and Non-public Education Information

We do not collect this information.

Sensitive Personal Information

We do not collect this information.

***Retention Periods:** The retention periods disclosed above depend on and may change based on a variety of factors including, but not limited to: our available space to store the records; shortening the period if we determine we no longer have a reasonable need for the information; extending the period if the information is needed for legal purposes (e.g. ongoing litigation, administering a product recall), required to be retained by law, needed to exercise our legal rights, part of an unresolved customer service or security issue, or used for internal training purposes; legal requirements that change after the information was collected (e.g. a law that requires us to delete something sooner or save something longer than we originally intended to).

Personal information does not include publicly available information or lawfully obtained truthful information that is a matter of public concern; de-identified or aggregated information; or information excluded from the CPPA's scope, such as information covered by other specifically-named privacy laws. We collect, disclose, and use this information in accordance with applicable law. If information is in de-identified form, we will not attempt to re-identify the information, except as permitted by the CPPA.

This Site is directed to adults, and HBCO does not knowingly collect, sell, or share the personal information of consumers under the age of 16. If you believe we have collected personal information of a consumer under the age of 16, please submit a Request to Delete.

Your Privacy Rights and Choices

The CPPA provides consumers with specific rights and to make requests regarding their personal information. To learn more, see our Privacy Policy. To submit such requests, click [here](#).

We do not discriminate against consumers who exercise their rights under applicable privacy law.

Shine the Light

California Civil Code Section 1798.83 permits customers who are California residents to request certain information regarding and/or opt-out of our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please write to us at the following address and clearly label your correspondence as a "Shine the Light Request":

Happy Beauty Co.
c/o Customer Care
3001 Colorado Blvd.

Denton, TX 76210

Statistics on Consumer Privacy Requests We Receive

We receive requests from our customers to exercise their privacy rights. Below are statistics on the number of requests we've received in California and how they have been fulfilled.

Requests as of January 1, 2023 – December 31, 2023	Received	Fulfilled	Denied*	Mean Duration (days)
Requests to know	0	0	0	N/A
Requests to delete	0	0	0	N/A
Requests to opt-out	0	0	0	N/A
Requests to correct inaccurate personal information	0	0	0	N/A
Requests to limit use and disclosure of sensitive personal information	0	0	0	N/A

*Lack of verification response; duplicate request; or other permitted reason.

Notice of Financial Incentive Programs

We do not offer financial incentive programs currently.

Changes to Our Privacy Notice

We reserve the right to amend this Notice at our discretion and at any time. We will provide additional notice to you if we make any changes that materially affect your privacy rights.

Contact Information

If you have any questions or comments about this Notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: 800-229-7071

Email: customerservice@happybeautyco.com

Postal Address: 3001 Colorado Blvd, Denton, TX 76210

HBCO Practices Consistent with California Anti-Slavery Law

In September 2010, the State of California approved a new law, the California Transparency in Supply Chains Act of 2010 (SB 657) designed to increase information made available by companies with regard to efforts to eradicate forced labor and human trafficking. HBCO recognizes the problems and issues that slavery and human trafficking present and is committed to complying with the new law. HBCO is concerned about addressing the issues arising from slavery and human trafficking in our immediate supply chain. This includes strengthening and making appropriate workplace standards and policies for the manufacturers who make our products.

Our goal is to protect the human rights of workers involved in our supply chain, and to help individuals experience safe, fair and non-discriminatory working conditions. HBCO is disclosing its specific actions in relation to five key points as each relates to HBCO's procurement.

Number 1:

Conduct verification of product supply chains to evaluate and address risks of human trafficking and slavery. The disclosure shall specify if the verification was not conducted by a third party.

Number 2:

Audit suppliers to evaluate supplier compliance with company standards for trafficking and slavery in supply chains. The disclosure shall specify if the verification was not an independent, unannounced audit.

Number 3:

Requires direct suppliers to certify that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business.

Number 4:

Maintains internal accountability standards and procedures for employees or contractors failing to meet company standards regarding slavery and trafficking.

Number 5:

Provides company employees and management who have direct responsibility for supply chain management with training on human trafficking and slavery, particularly with respect to mitigating risks within the supply chains of products.

The following are HBCO actions related to each key point described in the Act for procurement of private label products:

Disclosure Number 1:

Engages in verification of product supply chains to evaluate and address risks of human trafficking and slavery. The disclosure shall specify if the verification was not conducted by a third party. HBCO evaluates and addresses human rights issues as part of our commitment to fair labor practices within our supply chain. The verification process is more robust for suppliers of HBCO's private-label products, but in all cases HBCO seeks to have its contractors covenant to comply with all applicable laws against slavery and human trafficking. When considering new factory partners and manufacturers in a new country for its private-label products, HBCO vets it for political stability and port safety, known labor issues, safety for HBCO employees and travel, and other factors. This process is handled and verified internally and does not involve third party audits.

Disclosure Number 2:

Conducts audits of suppliers to evaluate supplier compliance with company standards for trafficking and slavery in supply chains. The disclosure shall specify if the verification was not an independent, unannounced audit.

HBCO's manufacturing agreement terms and conditions for its private label products provide HBCO with the right to audit a supplier's legal compliance, which includes the right to audit for compliance with antislavery and anti-human trafficking laws. The right to conduct audits is not a part of the standard terms and conditions for other goods. In general, an audit would not be independent and unannounced, although HBCO have the option to enlist specialized assistance as needed.

Disclosure Number 3:

Requires direct suppliers to certify that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business.

HBCO recognizes the importance of protecting the human right of workers who produce the materials for our products and accordingly requires supplier compliance with all applicable laws. Suppliers are obligated to comply with all laws and regulations, but although compliance with such laws is part of the general compliance obligation, there is no specific requirements for direct suppliers to provide certification that materials incorporated into products comply with laws regarding slavery and human trafficking.

Disclosure Number 4:

Maintains internal accountability standards and procedures for employees or contractors failing to meet company standards regarding slavery and trafficking.

HBCO considers fair labor practices an important part of human rights. To date, there have been no known violations related to slavery or trafficking in any of our supplier facilities.

HBCO's approach to fair labor violations focuses on monitoring with the goal of establishing compliance in the workplace environment. In the event that a case of human trafficking or slavery would be detected in HBCO supply chain, HBCO has an escalation process in place contractually and has the ability to terminate any supplier who remains in noncompliance after failing to cure a notified breach.

Disclosure Number 5:

Provides company employee and management who have direct responsibility for supply chain management with training on human trafficking and slavery, particularly with respect to mitigating risks within the supply chains of products. Designated managers with responsibility for human resources or other compliance will receive training as determined from time to time to be appropriate and necessary on human trafficking and slavery issues.

Conclusion

HBCO is committed to upholding human rights as we conduct our business. We will update the disclosures to reflect HBCO's experience on preventing and addressing potential human rights violations in our supply chain, including in the areas of antislavery and anti-human trafficking.

Attention California Residents:

California's Proposition 65 provides that California consumers are to be given particular warnings regarding products that contain chemicals known to the State of California to cause cancer or birth defects or other reproductive harm.

Some of the products we sell, such as: cosmetics, personal and fashion accessories, cosmetic cases, handbags, purses, travel goods, electronic goods, and other items containing imitation leather, vinyl, foam, synthetic and non-woven material, and other plastic components, may contain, lead and /or

phthalate chemicals including but not limited to, DEHP, as well as other chemicals known by the State of California to cause cancer or reproductive harm. In accordance with California's Proposition 65, we issue the following warning to our California customer's regarding these products:

WARNING: The above products may contain lead, phthalates and other chemicals known by the State of California to cause cancer and birth defects or other reproductive harm.

Terms of Use

These Terms of Use were last updated on January 30, 2024

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take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged content from the Site.

A DMCA request can be sent to us via the contact information below:

Happy Beauty Co.
Attn: General Counsel
3001 Colorado Blvd.
Denton, TX 76210

Your Notice must be in the form of a written communication that includes the following information:

1. Your name, address, telephone number, e-mail address, title, or other contact information;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing the copyrighted work;
4. A clear description of where the infringing material is located on the Site so that HBCO can locate the material;
5. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
7. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

RESOLUTION OF DISPUTES

In the event you have a dispute arising out of, or relating to, your use of our Site, any products or services purchased or programs offered on our Site or any provision of these Terms of Use, you agree to attempt to informally resolve such disputes and that any and all disputes or claims of any kind that cannot be informally resolved will be resolved exclusively and entirely through final and binding arbitration or in small claims court, if your claims qualify ("Agreement to Arbitrate").

If you elect to seek arbitration or file a small claim court action, you must first notify HBCO by sending a written notice, by certified mail to: General Counsel, Happy Beauty Co., 3001 Colorado Boulevard, Denton, Texas 76210. Notice must include a description of the nature and basis of the dispute and specifically state the relief sought. If you and HBCO do not reach an agreement to resolve the dispute within 30 days after the notice is received, you may commence an arbitration proceeding or file a claim in small claims court.

Any arbitration will be governed by the Federal Arbitration Act, conducted before a sole arbitrator under the Rules and Procedures established by the American Arbitration Association ("AAA"), which are available at www.adr.org. The sole arbitrator will be bound by the terms of this Agreement to Arbitrate and these Terms of Use. Except as otherwise expressly agreed by you and HBCO, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The arbitrator's decision will be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator awards injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction.

If the value of relief sought is \$10,000 or less, you or HBCO may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on both parties subject to the sole arbitrator's discretion to conduct an in-person hearing, if the circumstances warrant.

THIS AGREEMENT TO ARBITRATE LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION AND THE RIGHT TO A JURY TRIAL. NO PARTY IS ENTITLED TO BRING CLAIMS, NOR SHALL ANY CLAIMS BE HEARD, ON A CLASS, REPRESENTATIVE, OR OTHER JOINT BASIS, AND THE SOLE ARBITRATOR CAN DECIDE ONLY INDIVIDUAL CLAIMS MADE BY YOU OR HBCO. IN NO EVENT MAY THE ARBITRATOR CONSOLIDATE OR JOIN THE

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