

# Privacy Policy

Interstate-McBee, LLC and its affiliates and related entities (collectively, “Company,” “us,” or “we”) are committed to protecting the privacy of certain data we collect when you access our websites, including [www.interstate-mcbee.com](http://www.interstate-mcbee.com) and [orders.interstate-mcbee.com](http://orders.interstate-mcbee.com) (collectively, the “Site”), or any other online platforms under our operation and control.

This Privacy Policy (“Policy”) describes our policies and practices regarding our collection, use and disclosure of information you submit or we obtain in connection with your use of our Site. This Policy is incorporated into and subject to the Terms of Use ([interstate-mcbee.com/document/termsfuse](http://interstate-mcbee.com/document/termsfuse))

Please read this Policy carefully before using the Site or submitting personal information to us. BY ACCESSING OR USING THE SITE YOU CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS SET FORTH IN THIS PRIVACY POLICY.

**1. Changes to this Policy.** We reserve the right to change this Policy at any time. In the event we make material changes to the Policy, we will provide notice through the Site. Changes will be effective immediately upon posting to the Site and will apply to your use of the Site after the “effective date” listed above. You understand and agree that your continued use of the Site after the effective date means that the collection, use, and sharing of your information is subject to the updated Policy. Except to the extent we receive your authorization or as permitted or required by applicable law, we will handle your information in accordance with the terms of the Policy in effect at the time of the collection.

**2. Information We Collect.** We may collect personal information that you provide directly to us, such as information you submit when you visit the Site. We may also collect information that is passively or automatically collected from you, such as information collected from your browser or device. We use this information to operate the Site, carry out our business, comply with laws and for other purposes described herein.

When you contact us, or take a survey, we collect the following information from you:

- First and last name

- Email address

- Company name and role

- Information you voluntarily provide when you contact us or respond to a survey

As you navigate through the Site, information about you is collected automatically. This information may include:

- IP Address

Country; Time zone setting

OS, platform, browser type and version

Information about your computer and internet connection

Usage details including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website

Search terms

*Statistical Data.* To monitor utilization of the Site and continuously improve its quality, we may compile statistical information concerning the usage of the Site using analytics services, such as those provided by Google Analytics. Examples of this information would include: the number of visitors to the Site, or to sections or pages within the Site, patterns of traffic flowing through the Site, length of time spent on the Site, or in sections or pages of the Site, the other sites that refer visitors to the Site, the pages of the Site that visitors frequently use as entry and exit points, utilization of the browser and operating systems and versions used by visitors to the Site. The analytics services may transfer this information to third parties in case of a legal obligation or if a third-party processes data on behalf of that service.

To compile this information, we may collect and store:

Your IP address

Your operating system version

Your browser version

The pages you visit within the Site

The length of time you spend on pages within the Site

The site from which you linked to ours

Search terms you used in search engines which resulted in you linking to the Site, etc.

### **3. Cookies and Similar Technology.**

We use technologies such as cookies, pixel tags, browser analysis tools, server logs and web beacons to recognize you when you return to the Site and to help us improve the quality of our service when you visit our Site. We also use cookies to tailor our products, services and advertising to suit your personal interests, estimate our audience size, track visits our Site and, as applicable, to process your requests.

A cookie is a small file consisting of letters and numbers that automatically collects certain information from you. This file uniquely identifies and recognizes your browser or device and transmits information back to the server. Depending on the cookie type, it may perform different

functions such as remembering your preferences, improving the quality of your visit, recording the website pages you view, and remembering the name or address you entered during a visit. We use cookies to tailor our products and services, estimate our audience size, track visits to our Site and process your requests.

Our Site uses essential, functional, and performance cookies to function and perform as designed and analytics cookies to understand how you use the Site, improve its functionality, and other related purposes.

*Controlling cookies.* You may control cookies, including preventing or stopping the installation and storage of cookies, through your browser settings and other tools. Most browsers will allow you to block or refuse cookies. However, you may need to manually adjust your preferences each time you visit a website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Site. Please note that if you block certain cookies, some of the services and functionalities of our Site may not work. For more information, see the Help section of your browser.

*Embedded Content.* The Site contains embedded content (e.g., videos). Embedded content may place third party cookies on your device that track your online activity to enhance your experience or assess the success of their application. We have no direct control over the information these cookies collect, and you should refer to their website privacy policy for additional information.

*Social Media Plugins.* This Site uses social media plugins (e.g., Facebook and Twitter, Instagram, YouTube) to enable you to easily share information with others. When you visit our Site, the operator of the social plugin can place a cookie on your computer, enabling that operator to recognize individuals who have previously visited our Site. If you are logged into the social media website while browsing our Site, the social plugins allow that social media website to share data about your activities on our Site with other users of their social media website. For example, Facebook Social Plugins allow Facebook to show your Likes and comments on our pages to your Facebook friends. Facebook Social Plugins also allow you to see your friends' Facebook activity on our website. We do not control any of the content from the social media plugins. For more information about social plugins from other media websites you should refer to their privacy and data/information sharing statements/policies.

**IMPORTANT:** By using the Site, you consent to the processing of any personal information for the analytics purposes and functions described above.

**4. Do Not Track.** "Do Not Track" is a privacy preference that you can set in your Internet search browser that sends a signal to a website that you do not want the website operator to track certain browsing information about you. We do not track Site users over time and across third party websites. Since the Site is not configured to detect Do Not Track signals from a user's computer, we are unable to respond to Do Not Track requests.

**5. How We Use Your Personal Information.** In general, we will use the personal information we collect only for the purpose it was collected, for compatible purposes, as permitted or required by law, as necessary to carry out our contractual duties and obligations, and as otherwise provided in this Policy. For example, we may use your personal information in the following ways:

To manage and present our Site and its contents to you including enabling your access.

To provide the products, services and information you purchase or request.

To provide customer service.

To communicate with you including providing notices and information about the Site and related services.

To manage and administer your account.

To allow you to participate in interactive features on our Site.

For our research and development efforts.

For other everyday business purposes such as payment processing and financial account management, product development, contract management, IT and website administration and improvement, fulfillment, analytics, security, fraud prevention including investigations, enforcement of the Terms of Use, corporate governance, reporting and legal compliance.

To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.

To ensure your information is accurate and to personalize our products and services.

For marketing, advertising and promotional purposes.

To respond to law enforcement requests; as required by applicable law, court order, or governmental regulations; and for other lawful processes or public safety purposes.

To investigate, establish or defend allegations or legal claims.

For the recruiting and application process or managing the employment relationship.

To fulfill any other purpose for which you provide it.

In any other way we may describe when you provide the information.

For any other purpose with your consent.

To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

To comply with legal obligations.

As permitted or required by law.

**6. Disclosing Your Information.** To carry out the purposes outlined above, we may disclose your personal information to your agent or representative, our subsidiaries, affiliates or business partners, service providers and contractors (e.g., analytics services, background check vendors, payroll processors, marketing services, and information technology vendors), professional services providers (e.g., accountants and attorneys), and government entities.

We may also disclose your personal information to third parties, as necessary, to: (1) comply with federal, state, or local laws; (2) comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities; (3) cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local laws; or (4) exercise or defend legal claims.

Lastly, we may transfer personal information to a third party as part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control or acquires all or part of the assets of our business.

In general, we will not disclose your personal information except with your consent and as described in this Policy.

We may disclose aggregated information about our users and information that does not identify any individual.

In no case will we sell or license your data to third parties, except as set forth above or as required or permitted by law.

**7. Safeguarding of Information.** No system for safeguarding personal or other information is 100% secure and even though we have taken steps to protect your personal information from being intercepted, accessed, used or disclosed by unauthorized persons, we cannot fully eliminate security risks associated with personal information. However, we take a number of steps to safeguard the security of personal information obtained through the Site. For example, we have implemented a security program that contains administrative, technical and physical controls that are designed to reasonably safeguard your data from unlawful use, unauthorized

access or disclosure. There is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any of our administrative, physical, or technical safeguards.

**8. How Long We Retain Your Information.** We retain your personal information for as long as necessary, including to provide you products and services and while you have an open account with us. We may retain your personal information for longer if it is necessary to comply with our legal or reporting obligations, resolve disputes, collect fees, etc. or as permitted or required by applicable law. We may also retain your personal information in a deidentified or aggregated form so that it can no longer be associated with you. To determine the appropriate retention period for your personal information, we consider various factors such as the amount, nature, and sensitivity of your information; the potential risk of unauthorized access, use or disclosure; the purposes for which we process your personal information; applicable legal requirements.

We may maintain the information we collect automatically from you and associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Site and to deliver a better and more personalized service.

**9. Links to Third Parties' Sites and Third-Party Integrations.** We may provide links to websites or resources outside of our Site for your informational purposes only. We may also provide links to third party integrations. Third party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services such as maps, sending requested information, etc. You acknowledge and agree we are not responsible for the availability of third party sites, resources, or integrations and do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on, available through, or provided by such sites, resources, or integrations. We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of personal information that you provide, or is collected by, such sites. We encourage you to review the privacy policies and terms and conditions on those linked sites.

**10. Applicable law.** This Policy is governed by the internal substantive laws of Ohio, without regard to its conflict of laws principles. Jurisdiction for any claims arising under or out of this Privacy Policy shall lie exclusively with the state and federal courts within Ohio. If any provision of this Policy is found to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Policy, which shall remain in full force and effect.

**11. Your Choices Regarding Your Personal Information.** You can always limit the information you provide to us, but if you choose not to provide certain requested information, you may be unable to access some of the services and content on the Site. You can also limit the communications that we may send you by following a simple opt-out process. Simply follow the instructions in our advertisement/promotional emails to opt-out of receiving future marketing communications.

**12. Transfer of Your Personal Information.** When your personal information is submitted through our Site, it may be transferred to our servers in other jurisdictions, including the United States, which may not have similar data protection laws to the country in which you reside.

## **CALIFORNIA RESIDENTS**

California Consumer Privacy Act (“CCPA”) Section. The following California Privacy Policy provisions (“CCPA Section”) applies solely to individuals who are residents of the State of California (“consumers” or “you”). This CCPA Section describes our policies and practices regarding the collection, use, and disclosure of personal information we collect about you, including personal information we obtain when you access or use the Site, or through other channels including but not limited to phone and email conversations, social media interactions on our websites and other third party websites such as social media sites, viewing our emails, attending an event, or through our authorized services providers.

This CCPA Section supplements and amends the information contained in the Site Policy with respect to California residents. Any terms defined within the CCPA have the same meaning when utilized within this CCPA Section. The other provisions of the Site Policy continue to apply except as modified in this CCPA Section.

Please read this CCPA Section carefully before using the Site or otherwise submitting information to us. By visiting the Site or otherwise submitting information, you indicate your understanding that the collection, use, and disclosure of your information is subject to the terms of this CCPA Section and our Terms of Use ([interstate-mcbee.com/document/termsfuse](https://interstate-mcbee.com/document/termsfuse)). Except as otherwise noted, any capitalized terms not defined in the CCPA Section have the meaning set forth in the Policy and Terms of Use.

IF YOU DO NOT CONSENT TO THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION AS DESCRIBED IN THIS CCPA SECTION, PLEASE DO NOT PROVIDE US WITH SUCH INFORMATION.

### **A. Personal Information We Collect**

As described below, we may collect or have collected in the preceding 12 months the following categories of personal information (“PI” or “personal information”). We may add to the categories of PI we collect and the purpose we use PI. In that case, we will inform you by posting an updated version of this CA Addendum on the Site.

**1. Identifiers.** Examples include real name, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.

**2. Personal information described in subdivision (e) of CA Civ Code Section 1798.80.** Examples include name, characteristics or description, address, telephone number,

account number, credit card number.

**3. Characteristics of protected classifications under California or federal law.** This category includes characteristics of protected classifications under California or federal law.

**4. Commercial information.** This includes services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**5. Education Information.** This category includes, without limitation, information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, Sec. 1232g; 34 C.F.R. Part 99).

**6. Internet or other electronic network activity.** Examples include browsing history, search history, a consumer's interaction with an internet website, application, or advertisement.

**7. Geolocation data.** This might include location information while using one of our apps.

**8. Audio, electronic, visual, thermal, olfactory, or similar information.** This category includes, without limitation, information collected from voicemail messages, while speaking with one of our service representatives, and/or by video camera.

**9. Professional or employment-related information.** This category includes, without limitation, information regarding your employer and title, job applications, information related to managing the employment relationship.

**10. Consumer profile.** This includes inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, and behaviors.

PI does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, such as certain health or medical information and other categories of information protected by different laws.

**B. Business or Commercial Purposes for Which We Collect Your Personal Information.** See section 5, above.

**C. Sources of Personal Information.**



**You.** We may collect your personal information when you contact us; create an account; participate in a survey; or submit an application for employment

**News outlets.**

**Social media and related services.** We may collect information about you through your social media services consistent with your settings on those services.

**Third Parties.** We may collect information about you from third-party sources that are lawfully entitled to share your data with us including service providers that collect information on our behalf, you or your references.

**Information Collected Automatically.** As you navigate through and interact with our Site, we may compile statistical information concerning your usage of the Site through analytics services, such as those provided by Google Analytics. To do so, we may collect certain information about your equipment, browsing actions and patterns.

**D. Disclosing Personal Information.** In general, we will not disclose your personal information except with your consent and as described in this Policy. We may disclose your personal information for the same reasons that we may use it, as described in this Policy, which includes disclosing it to our affiliates and non-affiliates, as we deem necessary to carry out those purposes. We endeavor to choose affiliates and non-affiliates whose standards for the protection of data match ours. The following chart describes the categories of personal information we have collected or may collect about you and, for each category, identifies the categories of third parties to whom we may or have disclosed that information in the preceding 12 months. Please also see section 6, above.

Categories of Personal Information	Categories of Third Parties to Whom Disclosed
<i>Identifiers and Personal information described in subdivision (e) of Section 1798.80</i>	Third parties as directed by you.  Your union.  Our affiliates and business partners. For example, we might disclose your personal information to one of our business partners for purposes of collaborating on services or an event. Where applicable, we encourage you to review each such business partner’s privacy statement before signing on with them.  Service providers. For example, we may disclose information to service providers that assist with

	<p>payment processing, analyzing data, processing and fulfilling orders, marketing and advertising, information technology providers, payroll processing, benefits administration, and data storage companies. We might also authorize our service providers to collect personal information on our behalf.</p> <p>Third parties as necessary to comply with federal, state, or local laws; comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities; cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local laws; detect, investigate and prevent fraud or other unlawful activities; to protect and defend ourselves, our property, our employees, our customers, and our users; and to exercise or defend legal claims.</p> <p>Professional services providers such as attorneys and accountants.</p>
<i>Characteristics of Protected classifications</i>	
<i>Commercial information</i> – such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies or other similar identifiers	
<i>Education Information</i>	
<i>Biometric Information</i>	
<i>Internet or other electronic network activity</i>	
<i>Geolocation data</i>	

<i>Audio, electronic, visual, thermal, olfactory, or similar information.</i>	
<i>Professional and Employment-Related Information.</i>	
<i>Sensitive personal information</i>	
<i>Inferences drawn from personal information</i>	

**E. Selling or Sharing Personal Information.**

We do not sell or share your PI as those terms are defined in the CCPA.

We do not have actual knowledge that we have sold or shared personal information of minors under age 16.

**F. Sensitive Personal Information.** We do not use or disclose your sensitive personal information for purposes that, with limited exceptions, are not necessary to provide our products and services as are reasonably expected by an average consumer requesting those goods and services.

**G. Consumer Rights.** The CCPA provides California consumers with the following rights, subject to certain exceptions:

***Right to Request Deletion***

You have the right to request that we delete your PI from its records, subject to certain exceptions.

Upon receipt of a verifiable consumer request (see below), and as required by the CCPA, we will delete and direct any service providers, contractors, and third parties to delete your PI from their records.

The Company is not required to comply with your request to delete your PI if it is necessary for the Company (or its service provider) to maintain your PI to:

- a) Complete the transaction for which the PI was collected, provide a good or service requested by you, or reasonably anticipated by you within the context of our ongoing business relationship with you, or otherwise perform a contract between the Company and you.
- b) Help to ensure security and integrity to the extent the use of the consumer's PI is

reasonably necessary and proportionate for those purposes.

- c) Debug to identify and repair errors that impair existing intended functionality.
- d) Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law.
- e) Comply with the California Electronic Communications Privacy Act pursuant to Chapter 3.6 (commencing with Section 1546) of Title 12 of Part 2 of the Penal Code.
- f) Engage in public or peer-reviewed scientific, historical, or statistical research that confirms or adheres to all other applicable ethics and privacy laws, when the Company's deletion of the information is likely to render impossible or seriously impair the ability to complete such research, if you have provided informed consent.
- g) To enable solely internal uses that are reasonably aligned with your expectations based on your relationship with the Company and compatible with the context in which the consumer provided the information.
- h) Comply with a legal obligation.

### ***Right to Know***

You have the right to request that we disclose the following to you as it relates to the 12-month period preceding the Company's receipt of your verifiable consumer request (see below):

- a) The categories of PI we have collected about you.
- b) The categories of sources from which the PI was collected.
- c) The business or commercial purpose for collecting, selling, or sharing PI.
- d) The categories of PI we disclosed or sold for a business purpose.
- e) The categories of third parties we disclosed PI to, by the category of PI.
- f) The specific pieces of PI we collected about you.

### ***Right to Request Correction***

You have the right, subject to certain limitations, to request that we correct any inaccurate personal information we maintain about you. Upon receipt of a verifiable consumer request, and as required by the CCPA, we will take appropriate steps to respond to your request.

### ***Nondiscrimination***

We will not discriminate against you for exercising any of your CCPA rights. For example, we generally will not provide you a different level or quality of goods or services if you exercise your rights under the CCPA.

**H. Submitting Consumer Rights Requests.** To submit a California Consumer Rights request as outlined in this CA Addendum, please contact us at **1-800-321-4234** or **216-881-0015**.

**I. Submitting Consumer Rights Requests.** We reserve the right to only respond to verifiable consumer requests. A verifiable consumer request is one made by any individual who is:

- a) the consumer who is the subject of the request,
- b) a consumer on behalf of the consumer's minor child, or
- c) by a natural person or person registered with the Secretary of State authorized to act on behalf of a consumer.

If we request, you must provide us with sufficient information to verify your identity and/or authority to act on behalf of a Consumer. In general, we may ask you to provide identifying information that we already maintain about you or we may use a third-party verification service. In either event, we will try to avoid asking you for sensitive PI to verify your identity. We may not be able to respond to your request or provide you with PI if we cannot verify your identity or authority to make the request and confirm the PI relates to you. However, making a verifiable consumer request does not require you to create an account with us.

Additionally, you will need to describe your request with sufficient detail to allow us to review, understand, assess, and respond. We will not use the PI we collect from an individual to determine a verifiable request for any other purpose, except as required by law.

We reserve the right to charge a fee to process or respond to your request if it is excessive, repetitive, or manifestly unfounded. If we determine that a request warrants a fee, we will attempt to notify you as to why we made that decision and provide a cost estimate before completing your request. We will attempt to respond to a verifiable consumer request within forty-five (45) days of receipt, but we may require up to ninety (90) days to respond, under which circumstances we will notify you of the need for an extension.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the receipt of your verifiable consumer request. With respect to Personal Information collected on and after January 1, 2022, and to the extent expressly permitted by applicable regulation, you may request that such disclosures cover a period beyond the 12 months referenced above, provided doing so would not be impossible or require a disproportionate effort by us. The response we provide will also explain the reasons we cannot comply with a request, if applicable. To the extent permitted by the CCPA, we will respond to no more than two requests during any 12-month period.

**J. Authorized Agents.** You may authorize a natural person, or a business registered with the California Secretary of State to act on your behalf with respect to the right under this CA Addendum. When you submit a Request to Know or a Request to Delete, unless you have provided the authorized agent with a qualifying power of attorney, you must provide your authorized agent written permission (signed by you) to act on your behalf and verify the authorized agent's identity with us. We reserve the right to deny requests from persons or businesses claiming to be authorized agents that do not submit sufficient proof of their authorization.

#### **Contact Us.**

If you have any questions regarding this Policy or the privacy of your personal information, please contact us at: [www.interstate-mcbee.com/contact](http://www.interstate-mcbee.com/contact)