CGC - GORILLA MILL ONLINE PRIVACY POLICY

Updated April 25, 2018

INTRODUCTION

Carbide Grinding Co., Inc. and its affiliates, subsidiaries, divisions and brands (collectively, "CGC") are strongly committed to protecting the privacy of their customers. This privacy policy (the "Privacy Policy") describes what information CGC collects from users of its websites and how CGC uses that information once it is collected.

WEBSITES AFFECTED BY THIS POLICY

This Privacy Policy applies to websites owned and controlled by CGC including www.cgctool.com and www.gorillamill.com and **[insert any other URLs]** and corresponding social media websites and mobile applications (referred to each as a "Website" or collectively as the "Websites").

This Privacy Policy does not apply to any other website owned or operated by any third party retailer, supplier or service provider; even if such third party links to a website owned by CGC or CGC links to that third party website. Accordingly, this Privacy Policy does not apply to the practices of any third party, affiliate, or business partner that CGC does not own or control. Additionally, the owners of social media services may have additional online privacy terms and conditions that supersede this Privacy Policy depending on a user's own personal preferences with that social media provider.

COLLECTION AND USE OF PERSONAL INFORMATION AND DATA

CGC only collects personal information when you voluntarily submit such information to CGC using forms located on a Website, such as when you register for an account, make a purchase, post a review, send us messages, subscribe to mailing lists, newsletters or other forms of marketing communications, participate in a survey, click on an ad, redeem a promotion or use some other feature of a Website. Personal Information may include your name, company name, position or title, email address, telephone number, facsimile number, mailing address and billing address.

If you submit personal and/or business information to CGC, CGC may use this information and share this information with third parties that provide CGC with products or services, to respond to your inquiries, or to provide various products, information and/or services to you. By sending an email to CGC or by registering or subscribing with a Website, you authorize CGC to contact you using the contact information you provide, including email, telephone or facsimile.

CGC will not sell your name, address, e-mail address or other personal information to any other organization unless you expressly agree at the time you submit certain information to CGC (typically by checking a box indicating your consent).

CGC may share personally identifiable or other information with its parent, subsidiaries, divisions, and affiliates.

CGC may transfer personally identifiable information as an asset in connection with a proposed or actual merger or sale (including any transfers made as part of an insolvency or bankruptcy proceeding) involving all or part of its business or as part of a corporate reorganization, stock sale or other change in control.

CGC may disclose your personal information if required to do so by law or in the good-faith belief that such action is necessary to: (a) satisfy a legal order or comply with legal process; (b) defend the rights of CGC or its affiliates or business partners; or (c) protect the personal safety of CGC employees, agents, affiliates, business partners, customers or Websites users.

COLLECTION AND USE OF ANONYMOUS OR NON-PERSONAL INFORMATION

CGC may collect anonymous or non-personal data when you visit pages on the Website, such as your IP address (the internet address of your computer), the state and country from which your computer is located, the date and time you access the Website, and the type of computer, operating system and Web browser you are using. CGC does not link your IP address to personally identifiable information. CGC uses this information from server logs to learn more about Website visitors as a group, not about you as an individual. CGC uses this information to determine which pages visitors access and how much time each visitor spends on each page and to help CGC identify overall usage patterns and trends on the Website. CGC may use third party service providers to collect and analyze such non-personal information.

CGC may collect this information through a variety of tracking technologies, including cookies, web beacons, embedded scripts, location-identifying technologies, and similar technology (collectively, "tracking technologies"). Information CGC collects automatically about you may be combined with other personal information CGC collects directly.

AGGREGATED DATA

CGC may take personal and business information and aggregate data so that it is no longer identifiable. CGC may use this information to enhance the features of its Websites and services; and CGC may sell or license this aggregated information to third parties or publish the information. CGC will take reasonable precautions to ensure that such aggregated information does not contain any confidential or otherwise identifiable data that could be used to identify its source.

SOCIAL MEDIA WIDGETS AND ADVERTISING

CGC operates various social media pages, such as Facebook, LinkedIn, Instagram and Twitter and CGC may integrate social media widgets or features on its Website. These social media companies may recognize you and collect information about your visit to a Website, and they may set a cookie or employ other tracking technologies. Your interactions with those features are governed by the privacy policies of those companies. CGC may display targeted advertising to you through such social media platforms. Such social media companies have interest-based advertising programs that allow CGC to direct advertisements to users who have shown interest in CGC products when you visit a social media platform. These advertisements are governed by the privacy policies of those social media companies that provide them.

THIRD-PARTY SERVICES

The Websites may offer features and services that are administered or provided by third parties hired by CGC, such as website hosting, email services, data analysis, order fulfillment and search functionality. To receive these services, you may be required to provide these third parties with personal information or CGC may provide your personal information to such third parties. Such personal information is only used to provide services to CGC to enhance the features of a Website or provide services to you.

Some content or applications, including advertisements, on the Website are served by thirdparties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use a Website. The information they collect may be associated with your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content, which is often referred to as remarketing.

GOOGLE ANALYTICS

We use Google Analytics, which provides CGC with Website traffic analysis, and also tailors your ad experience and provides ads to you as you travel to different websites. CGC is not collecting any personally identifiable information through use of third party remarketing systems. CGC does not control these third parties' tracking technologies or how they may be used. However many third parties may provide you with ways to choose not to have your information collected or used in this way.

Google Analytics collects information such as how often users visit the Website, what pages they visit when they do so, and what other sites they used prior to coming to this site. We use the information we get from Google Analytics only to improve the Website. Google Analytics collects only the IP address assigned to you on the date you visit this site, rather than your name

or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this site, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the <u>Google Analytics Terms of Use</u> and the <u>Google Privacy Policy</u>. You can prevent Google Analytics from recognizing you on return visits to this site by <u>disabling cookies</u> on your browser.

DO NOT TRACK DISCLOSURES

At this time, there are no worldwide uniform or consistent industry standards or definition for responding to, processing, or communicating "Do No Track" signals. As a result, the Website is unable to respond to "Do No Track" signals. You can refer to the instructions in your browser to make sure the appropriate settings are selected, and to set your preferences in "Do Not Track" signals.

CROSS-DEVICE LINKING

CGC, or its third party service providers, may link your various devices so that content you see on one device can result in relevant advertising on another device. CGC or its third party service providers do this by collecting information about each device you use when you are logged in to a Website. CGC may also work with third party partners who employ tracking technologies, or the application of statistical modeling tools, to determine if two or more devices are linked to a single user or household. CGC may share a common account identifier (such as an email address or user ID) with third party advertising partners to help recognize you across devices. CGC, and its third party service providers, can use this cross-device linkage to serve interest-based advertising and other personalized content to you across your devices, to perform analytics and to measure the performance of advertising campaigns.

YOUR CALIFORNIA PRIVACY RIGHTS

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of personal information to third parties for their direct marketing purposes during the immediately preceding calendar year. You may make one request each year by emailing us at **[insert email address]** or writing to us at the address listed at the end of this Privacy Policy.

STORAGE OF INFORMATION

Any information collected through a Website as described in this Privacy Policy may be stored and processed in the United States or any other country in which CGC or its affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that CGC may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which CGC or its parent, subsidiaries, affiliates, or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

SECURITY

Be aware that the Website does not use a secure server to transmit sensitive data. Be sure not to transmit any credit card or other financial or sensitive data through a Website.

GOVERNING LAW AND JURISDICTION

This Policy, and CGC's collection and use of customer information, shall be governed and interpreted in accordance with the laws of the United States and the State of Wisconsin.

DISPUTE RESOLUTION

Any dispute of any sort that might arise between CGC and Customer, including without limitation any matters or disputes relating to or arising from the purchase or use of any product, service, or information offered or made available through CGC, or arising from or relating to any communication between Customer and CGC or its agents, will be determined by binding arbitration before a single, neutral arbitrator administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Milwaukee, Wisconsin and the arbitration will be conducted in English. Judgment on any arbitration award may be entered in any court of competent jurisdiction, and the parties intend that it will be enforceable in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Any claim by Customer with respect to any transaction must be initiated within one year after the cause of action has arisen. CGC and Customer both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

GOVERNING LANGUAGE

Any translation of this Policy is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Privacy Policy shall govern.

PRIVACY POLICY CHANGES

CGC reserves the right to change its privacy policy at any time without prior notice. Any changes to the privacy policy will be posted on this page and will be effective immediately upon

posting. Your continued use of any Website after this Privacy Policy is updated shall constitute your acceptance of such changes.

REMOVING OR UPDATING PERSONAL INFORMATION

If you believe your personal information is not accurate, or if you would like us to delete personal information collected by CGC through this Website, please contact us at <u>orders@cgctool.com</u> or call (262) 549-5940 or writing to:

Carbide Grinding Co., Inc. W226 N735 Eastmound Drive Waukesha, WI 53186