

# MFS SUPPLY LLC'S PRIVACY POLICY

EFFECTIVE DATE: January 28<sup>th</sup>, 2022

We know that You care how Your information is used, and we appreciate Your trust that we will use it carefully and sensibly. “**You**” and “**Your**” includes, collectively, You, individually, anyone acting on Your behalf, including, but not limited to Your agents, agents, affiliates, beneficiaries, or heirs, and anyone You are acting on behalf of, and “**MFS Supply**” includes, collectively, MFS Supply LLC and its subsidiaries, affiliates, partners, managers, officers, members, employees, beneficiaries, agents, assigns, venders, fulfillment and Carriers, insurers, successors, agents, assignees, or trustee in bankruptcy. You may sometimes be referred to as a “**Visitor**,” “**User**,” or “**Customer**.”

MFS Supply provides this Privacy Policy to inform You about the information that it collects about You directly through or from its website, [www.MFSSupply.com](http://www.MFSSupply.com), and other online or mobile services or applications that it links to this Privacy Policy (collectively, the “**Website(s)**”), or from telephone, facsimile, direct and electronic mail, personal delivery, or other additional offline means or media, *e.g.*, You engaging with MFS Supply on social media or with it or its owners, subsidiaries, affiliates, partners, officers, employees, contractors or subcontractors, venders, fulfillment and carrier partners or anyone else acting on its behalf. This Privacy Policy also explains why MFS Supply collects this information, how it uses it, and when it shares it with third parties, and describes the choices You may have regarding the use, access, and correction of information that You provide to MFS Supply.

By using, visiting, or browsing MFS Supply’s Website, and providing Your personal identifiable information (such as Your name, physical and mailing address, city, state, Zip Code, home, work or mobile telephone number, payment card information and billing address, and other information required to complete Your purchase from MFS Supply, Secure User Account login credentials, and other information that You voluntarily provide to MFS Supply in communications or during interactions with MFS Supply (Your “**Personal Identification Information**”)), You accept, without limitation or qualification, this Privacy Policy and agree to be bound by it, including, but not limited to, the Dispute Resolution - Mandatory Arbitration and Class Action Waiver provision. If You do not agree to this Privacy Policy, do not use, visit, browse or engage with MFS Supply. Acceptance of this Privacy Policy constitutes a binding legal agreement between You and MFS Supply.

**1. USERS/COPPA (CHILDREN ONLINE PRIVACY PROTECTION ACT).** Individuals under the age of 18 are not eligible to use our Websites. Any User using, visiting, or browsing an MFS Supply Website or providing Personal Identification Information is certifying that he/she is over the age of 18.

By using, visiting, or browsing a Website or providing information on behalf of a company or other legal entity, You represent that You have the authority to bind that entity to this Privacy Policy and our Terms of Use. In that situation, “**You**” and “**Your**” will refer to both You and that entity.

We are committed to protecting the privacy of children. The Website is not designed or intended to attract individuals under the age of 18, and we do not knowingly collect personal information online from visitors under the age of 18. If You are a parent or guardian and You are aware that Your child has violated this Privacy Policy and our Terms of Use and provided

us with personal information, please contact us so that we may take steps to remove that information from our servers. If we become aware that we have collected information from children without verification of parental consent, we will take steps to remove that information from our servers

**2. CHANGES TO OUR PRIVACY POLICY.** MFS Supply may from time to time update this Privacy Policy for any reason, and MFS Supply expressly reserves the right to change this Privacy Policy and any provision herein. We will notify You of any material changes to this Privacy Policy by posting the new Privacy Policy on [www.MFSSupply.com](http://www.MFSSupply.com) and by changing the “**Effective Date**” at the top. You are bound by any such revisions and should therefore periodically visit [www.MFSSupply.com](http://www.MFSSupply.com) to determine the then current Privacy Policy to learn of any revisions.

If the changes may have a fundamental impact on the nature of our processing activities or may otherwise substantially impact You, we may provide notice to You via email if You have provided an email address to us. You are responsible for making sure that we have Your current email address.

If You have any questions, please contact MFS Supply at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com).

**3. INFORMATION COLLECTION.** MFS Supply’s Website can be used without revealing Personal Identifiable Information. To use certain Website features, however, You will be required to provide Personal Identification Information. You may also provide MFS Supply with Your Personal Identification Information by telephone, facsimile, postal mail, email, or other additional offline means or media, *e.g.*, engaging with MFS Supply on social media, or engaging with MFS Supply or our owners, subsidiaries, affiliates, partners, officers, employees, contractors or subcontractors, vendors, fulfillment and carrier partners in person, by email or other written correspondence, or during a call.

Except when payment card information is provided by You directly to an MFS Supply employee, MFS Supply does not retain a copy of the payment card information or have access to this information once a transaction is completed. All payment card transactions with MFS Supply are processed through our gateway provider and are not stored or processed on an MFS Supply server. The processing of those transactions is governed by the payment processors’ privacy policy and security practices.

MFS Supply may obtain from our order fulfillment and carrier partners, or others acting on MFS Supply’s behalf, Personal Identification Information that You provide directly to them in connection of their provision of services on MFS Supply’s behalf. This could include Your delivery address, Your home, work or mobile telephone number, other information required to complete delivery of Your purchase, or other personal information that You provide to them voluntarily in Your communications or interactions with them, including, but not limited to information about Your residence to assist them in completing the delivery of Your purchase.

If You actively communicate about or with us on social media, we may collect a copy of Your communication. In order to enable us to do so, we contract with third parties for the provisioning of social listening services. Any information You post or disclose on social media is public and may be available to other users and the general public. Also, if You disclose any Personal Identification Information relating to other people to us or to our order fulfillment and carrier partners, by doing so, You represent that You have the authority to do so and to permit us to use the Personal Identification Information in accordance with this Privacy Policy.

In addition, MFS Supply collects certain information from Users of the Websites that does not reasonably identify, relate to, describe, associate with, or link, directly or indirectly, to a particular individual. Such de-identified data ordinarily includes aggregate, summary, or other usage data, and may include, by way of example, statistics regarding total Users, information regarding types of Internet browsers used by Users, click stream information, and widget usage patterns (collectively, the “**Aggregate Information**”). MFS Supply does not collect from these third parties information that would enable it to re-identify this information with a particular consumer and MFS Supply has policies and procedures in place to, among other things, safeguard against such a practice if it were possible. MFS Supply also collects de-identified Aggregate Information about Users’ Internet Protocol address (or “**IP Address**”) to help diagnose problems with our server and to administer our Website.

**4. CHANGES TO YOUR PERSONAL IDENTIFICATION INFORMATION.** You may create an account on a Website with login credentials (“**Secure User**” and “**Secure User Account**”). If You are a Secure User, You may log into Your Secure User Account and change Your Personal Identification Information or You may contact MFS Supply at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com) to request changes to Personal Identification Information You have provided to us. If You are not a Secure User, You may contact MFS Supply at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com) to request changes to Personal Identification Information You have provided to us. If you are a Secure User, You can edit Your account profile by logging into Your account, making changes, and saving Your changes.

**5. INFORMATION USE.** MFS Supply may use Your Personal Identification Information and Aggregate Information to

- a. personalize Your experience with MFS Supply and on a Website, such as remembering Your information so that You will not have to re-enter it during Your visit or the next time You visit the Website,
- b. deliver the Website and features desired by You,
- c. improve the Website,
- d. enable us to better serve You in responding to Your customer service requests and inquiries, and provide customer support to You,
- e. quickly process Your transactions,
- f. collect payment from You,
- g. fulfill our contractual obligations to You,
- h. allow You to participate in interactive features on a Website, like an online chat function,
- i. improve, upgrade, and enhance the Website and performance of the Website, including customer survey responses, ratings and reviews,
- j. follow up with You in connection with Your use of our Website and services,
- k. provide customized advertisements, content, and information,
- l. audit related interactions with You, including, but not limited to, counting ad

impressions to unique visitors, verifying positioning and quality of ad impressions, and effectiveness of our marketing activities,

- m. audit compliance with this specification and other standards,
- n. internal research for technological development and demonstration,
- o. send additional information related to products and services we offer, including, but not limited to, new and special orders, products and services,
- p. periodically email You about discounts, special promotions or upcoming events,
- q. alert You to product recalls,
- r. alert You to changes to the Privacy Policy,
- s. alert You to a change of ownership of MFS Supply, in whole or in part,
- t. monitor aggregate usage metrics such as total number of visitors, pages viewed, etc.,
- u. track Your entries, submissions, and status in any promotions or other activities,
- v. verify and maintain the quality or safety of the Website, and its services and other related equipment, controlled by MFS Supply,
- w. debug to identify and repair errors that impair the Website's intended functionality,
- x. detect security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecute those responsible for that activity,
- y. comply with other legal obligations, for example, responding to legally binding requests from regulators, law enforcement authorities or other government authorities,
- z. exercise our legal rights where necessary, for example, to detect, prevent, and respond to fraud, violations of law, or intellectual property infringement, and
- aa. any other purposes disclosed to You at the time MFS Supply collects Your information or pursuant to Your consent.

MFS Supply may obtain Your consent to collect and use certain types of Personal Identification Information when we are required to do so by law. If MFS Supply asks for Your consent and You give it, You may withdraw Your consent at any time by contacting us at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com). MFS Supply will inform You of the consequences of withholding or withdrawing consent when we ask for Your consent and if You withdraw Your consent.

**6. INFORMATION DISCLOSURE.** MFS Supply does not sell, rent, trade, or disclose Personal Identification Information collected from its customers to third parties for their own direct marketing use, and expressly prohibits any third parties with which it shares such information from retaining, using, or disclosing this information for any purpose other than providing MFS Supply with the contracted for services, including prohibiting them from selling this information and retaining, using, or disclosing this information for any other purposes. MFS Supply expressly reserves the right to change this part of our Privacy Policy and, if we do, MFS Supply will post a revised Privacy Policy with a new Effective Date and we may also provide additional notice to You if You have provided an email address to us. You are responsible for

making sure that we have Your current email address by updating Your Secure User Account profile with us or by contacting us at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com).

MFS Supply may sell or disclose Your Personal Identification Information to any third party that purchases, or to which we transfer, all or substantially all of our assets and business or merge with at some future date. Should such a transaction occur, we may transfer Your Personal Identification Information to a third party as part of that transaction. Should such a transaction occur and the Privacy Policy changes, either we or the acquiring company will post a revised Privacy Policy with a new Effective Date and, if there will be a material change to the Privacy Policy, MFS Supply may also provide additional notice to You if You have provided an email address to us. You are responsible for making sure that we have Your current email address by updating Your Secure User Account profile with us or by contacting us at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com).

MFS Supply may employ or engage other companies and individuals to perform business functions on our behalf. These persons may be provided Personal Identification Information or Aggregate Information required to perform their functions. MFS Supply expressly prohibits in its contracts with third parties their retention, use, or disclosure of information shared by MFS Supply for any purpose other than providing MFS Supply with the contracted for services, including prohibiting them from selling this information and retaining, using, or disclosing this information for any other purposes. These persons may engage in a variety of functions, including, but not limited to, analyzing data, providing marketing assistance, improving website design, performance, and functionality, providing legal or customer services, and other functions that we reasonably deem necessary for the further development of the functionality and usefulness of the Website. Other service providers will assist us with order fulfillment, including, but not limited to, processing payments, delivering products to You, and supporting customer survey and warranty-related activities.

MFS Supply may disclose Your Personal Identification Information or Aggregate Information if we reasonably believe we are required to do so by law, regulation or other government authority or to protect our rights and property or the rights and property of the public. MFS Supply may use third parties to assist it to investigate, protect against and help prosecute individuals responsible for malicious, deceptive, fraudulent, or illegal activity involving or affecting MFS Supply, a Website, our services, our products or our customers. This may include disclosures to law enforcement, prosecutors, and other entities to investigation potential criminal activity and other civil violations. MFS Supply may also use third parties to assist it to comply with applicable laws, in response to a lawful and enforceable request by a law enforcement, judicial, or other public authority, or in connection with an applicable legal obligation or to protect our rights and property or the rights and property of the public.

MFS Supply may disclose Aggregate Information to advertisers and other third parties for their research marketing, promotional, and marketing analysis purposes, such as trends or how many Users clicked on a particular offer. This Aggregate Information may be shared with and used by third parties to help MFS Supply and our suppliers and carriers to better understand and serve our customers.

**7. COOKIE POLICY.** “**Cookies**” are small pieces of information that are stored by Your browser on Your computer’s hard drive. Cookies enable our systems to recognize Your browser as You (“**Cookies and Tracking Technologies**”). MFS Supply’s Website uses cookies to help us identify and track visitors, their usage of a Website, and their Website access preferences, and MFS Supply either directly or through a third party collects Your IP address, device ID information, ISP provider, browser type, and the actions You take on our Website. Our cookies

only collect Personal Identification Information when You are logged into Your Secure User Account on a Website.

The “**help**” portion of the toolbar on the majority of browsers will direct You on how to prevent Your browser from accepting new cookies, how to command the browser to tell You when You receive a new cookie, or how to fully disable cookies. If Users disable cookies in their browser, some features will be disabled and may not function properly, including features that make Your site experience more efficient and You will not be able to log in to the Website.

The following table describes the categories of cookies we use and why we use them:

<b>Type of cookie [Purpose]</b>	<b>What these cookies do</b>	<b>How to exercise Your cookie choices</b>
Essential Website Cookies	These cookies are necessary to provide You some of a Website’s features, such as remembering Your activities on the Website.	You can control and delete these cookies through Your web browser settings. However, if You choose to do so, then You will not be able to use the full functionality of the Website.
Preference Cookies	We use preference cookies to remember Your preferences and various settings.	Preference cookies are first party cookies that remain on Your computer or device until You delete them or they are otherwise removed upon expiration.
Analytics Cookies	We use may use a third party to collect information on how the Website is used and to report on the Website usage statistics.	If You do not wish for MFS Supply to use analytics cookies, please contact MFS Supply at <a href="mailto:privacy@MFSSupply.com">privacy@MFSSupply.com</a> .
Session Cookies	MFS Supply may use session cookies to grant our Users access to content and to enable actions such as remembering information as You are entering it.	These temporary cookies expire and are automatically erased whenever You close Your browser window.
Third-party Cookies	MFS Supply permits third-party service providers to place cookies through our Websites to provide us with better	We do not control the use of third-party cookies or the resulting information, and we are not responsible for any

	<p>insights into the use of our Websites or User demographics or to provide relevant services to You. These third parties may collect information about a User's online activities over time and across different websites when she/he uses a Website. Such a tool may generate a cookie to capture information about Your use of a Website which the third-party provider uses to compile reports on website activity for us and to provide other related services. The third-party provider may use a portion of Your IP address to identify its cookie. Additionally, some companies may use information collected to deliver targeted ads on behalf of us or other companies, including on other websites or online services.</p>	<p>actions or policies of such third parties.</p>
<p>Pixel Tags, Web Beacons, and Transparent GIFs</p>	<p>Pixel tags and web beacons are tiny graphic images placed on website pages or in our emails that allow us to determine whether You have performed a specific action. When You access these pages or open or click an email, the pixel tags and web beacons generate a notice of that action. These tools allow us to measure response to our communications and improve our web pages.</p>	<p>You can control and delete these cookies through Your web browser or mobile device settings. However, if You choose to do so, then You will not be able to use the full functionality of the Website.</p>

MFS Supply uses Google Analytics, a remarketing technology, to allow MFS Supply to

reach out to You after You have left a Website by storing a cookie in Your browser. If You do not wish for MFS Supply to utilize this technology or You have any other questions about MFS Supply's Cookie Policy, please contact MFS Supply at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com). Google utilizes the data collected to track and examine the use of a Website, to prepare reports on its activities and share them with other Google services.

Google may use the data collected to contextualize and personalize the ads of its own advertising network. In connection with using Google Analytics we have implemented the following:

- a. Google Display Network Impression Reporting
- b. Demographics and Interests Reporting

Users can set preferences for how Google advertises to You using the Google Ad Settings page. Alternatively, You can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

**8. "DO NOT TRACK" BROWSER SETTINGS.** MFS Supply does not use technology that recognizes a "do-not-track" signal from Your web browser, because we do not track Users other than for aggregate statistical purposes. Do Not Track is a preference You can set in Your web browser to inform websites that You do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of Your web browser.

We may track Your online activities over time and across third-party Website or online services using exclusively Aggregate Information.

Third parties may collect data that relates to You. We cannot control third parties' responses to do-not-track signals or other such mechanisms. Third parties' use of data relating to You and responsiveness to do-not-track signals is governed by their respective privacy policies.

**9. OPTING OUT OF COMMUNICATIONS.** If You have subscribed to or are otherwise receiving emails from MFS Supply and no longer want to receive such emails in the future, You may opt-out of receiving these emails by clicking the "unsubscribe" link at the bottom of any of the emails You have received. Please allow ample time for us to process Your request. If You are having difficulty unsubscribing, please contact MFS Supply at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com).

Even if You opt-out of receiving emails, You may still receive emails from MFS Supply related to Your interactions with us (such as confirmation of a registration or form submission) or otherwise as required by law. Also note that we may need to keep Personal Identification Information we have collected about You to respect Your decision to opt-out, for record-keeping, research and other purposes.

If You have subscribed to or are otherwise receiving direct mail from MFS Supply and no longer want to receive such communications in the future, You may opt-out of receiving these communications by contacting MFS Supply at [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com).

**10. MERGERS/ACQUISITION.** For the purpose of developing and expanding our business, we may share, rent, sell or buy business assets. Should such a sale or transfer occur, customers' Personal Identification Information is generally one of the transferred business assets. Also, in the event MFS Supply or its assets are acquired in a merger or other similar transaction, customers' Personal Identification Information will very likely be one of the transferred assets.



As explained above, if such a sale, transfer, or merger occurs, and the Privacy Policy changes, either MFS Supply or the acquiring company will post a revised Privacy Policy with a new Effective Date, and You may receive additional notice if You have provided an email address to us. You are responsible for making sure that we have Your current email address.

**11. SECURITY.** MFS Supply endeavors to protect our customer's Personal Identification Information and to maintain the quality and integrity of this data. This includes scanning our Website on a regular basis for security holes and vulnerabilities in order to make Your use of a Website as safe as possible. MFS Supply uses a firewall to protect against unlawful intrusion and limits access to Your information on a "**need to know**" basis.

Your Personal Identification Information is maintained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems. We implement a variety of security measures when a User places an order enters, submits, or accesses their information to maintain the safety of Your Personal Identification Information. To achieve information security and quality, we implement appropriate measures and processes, such as using encryption to the extent we transmit certain sensitive information. This includes protecting the security of Your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information You input. MFS Supply uses encryption to protect Your information contained in its customer list.

Please be aware that, although we endeavor to provide reasonable security for information in our possession and control, no security system can prevent all potential security breaches, and we bear no liability for uses or disclosures of personal data or non-personal data due to no fault of ours including, but not limited to, errors in transmission and unauthorized acts of our staff and/or third parties or any unauthorized access to Your Secure User Account on a Website due to third parties collection of Your username and password from You.

All financial transactions are processed through our gateway provider and are not stored or processed on our servers, including transactions at an MFS Supply Store Location or via a Website. The processing of those transactions is governed by the payment processors' privacy policy and security practices. MFS Supply is not responsible for the third-party payment processors' data security practices. MFS Supply reveals only the last four digits of your credit card numbers when confirming Your order.

MFS Supply will keep Your Personal Identification Information for as long as we have a relationship with You. Once our relationship with You has come to an end, MFS Supply reserves the right to retain Your Personal Identification Information for a period of time that enables us to:

- a. maintain business records for analysis and/or audit purposes,
- b. comply with record retention requirements under the law,
- c. defend or bring any existing or potential legal claims,
- d. deal with any complaints regarding the services,
- e. enforce our contractual obligations, and
- f. respond to any inquiries from a law enforcement agency.

MFS Supply may delete Your Personal Identification Information when it is no longer required for any these purposes.

Of course it is important for You to protect against unauthorized access to Your Account username, password and computer. Be sure to sign off of your MFS Supply account when You

have finished using a shared computer.

**12. YOUR CALIFORNIA PRIVACY RIGHTS.** Under California law, including, but not limited to the California Consumer Privacy Act, California residents have rights to access, delete, or otherwise control covered businesses' use, collection, and/or disclosure of their personal identification information. These rights include:

**a. RIGHT TO ACCESS/DISCLOSURE.** California residents have the right to have access to their personal identification information by submitting a verifiable request, free of charge, to a covered business.

**b. DISCLOSURE OF DIRECT MARKETERS.** California residents have the right to have access to their personal information shared with third parties for their own direct marketing purposes by submitting a verifiable request, free of charge, to a covered business.

**c. COLLECTING, SELLING, SHARING, OR DISCLOSING PERSONAL INFORMATION.** California residents have the right, after the covered business's receipt of a verifiable request, to obtain a list of: (i) the specific pieces of the California resident's personal information held by the covered business; (ii) the categories of the California resident's personal information collected by the covered business, sold to third parties, or disclosed to third parties for business purposes; (iii) the categories of the California resident's personal information sold within the last 12 months; (iv) the categories of the sources from which the California resident's personal information is collected by the covered business; (v) the covered business's business or commercial purpose for collecting or selling the California resident's personal information; and (vi) the categories of third parties with whom the California resident's personal information is shared, sold, or disclosed for a business or commercial purpose by the covered business.

**d. Right to Opt-Out of the Sale of Personal Information.** Under California Law, California residents have the right to opt-out of the sale of their personal identification information by a covered business under certain circumstances. As confirmed above, MFS Supply does not sell its customers Personal Identification Information.

**i. RIGHT TO DELETION / "RIGHT TO BE FORGOTTEN."** Under California Law, California residents have the right to have their personal identification information deleted under certain circumstances after providing the covered business with a verifiable request.

**ii. RIGHT TO DATA PORTABILITY.** Under California Law, California residents have the right to have their personal identification information directly transferred by the covered business to a third-party processor of the California resident's choice (where technically feasible; may be limited to situations when processing is based on consent).

**iii. RIGHT TO NON-DISCRIMINATION.** As defined under relevant California law, California residents have a right to non-discrimination in the services or quality of Services received from a covered business even if they exercise their rights under California law.

**e. RIGHT TO CORRECT INFORMATION ABOUT YOU.** Under California Law, California residents have the right to correct incorrect information about them, Please refer to Submitting a Verifiable Request to MFS Supply, below, for information about exercising any rights that You have under California law. We may ask You to verify Your identity before responding to such requests.

Please refer to Submitting a Verifiable Request to MFS Supply, below, for information about exercising any rights that You have under California law. We may ask You to verify Your identity before responding to such requests.

**f. SUBMITTING A VERIFIABLE REQUEST TO MFS SUPPLY.** California residents have certain rights to access, delete, or otherwise control the use, collection, and/or disclosure of their personal identification information by a covered business. A covered business is entitled to verify the requesting individual's identity to protect the personal identification information, and ensuring that the personal identification information is not shared with someone impersonating You or someone who is not authorized to act on Your behalf.

You may submit a verifiable request to MFS Supply by,

**CALLING:** 800.607.0541 - toll free or 440.248.5300 - local

**EMAILING:** [customerservice@mfssupply.com](mailto:customerservice@mfssupply.com)

**WRITING:**

MFS Supply LLC  
Ohio/Headquarters  
31100 Solon Rd Ste 16  
Solon, OH 44139

MFS Supply will ask You to provide information about yourself so that we can verify Your identity as part of this process. This information may include Your name, Secure User Account username, and any other information deemed necessary by MFS Supply to reasonably verify Your identity, to ensure that Your information is not shared with anyone impersonating You. We may ask for additional information if we have difficulty confirming Your identity. We will not share Your information or honor other requests in those situations in which we are unable to confirm a request for Your information is a “**verifiable request.**”

Under California law, a California resident can appoint an “**authorized agent**” to make certain verifiable requests on their behalf, such as the right to know what information we collect about the consumer or to request deletion of the consumer's information. Because the security and privacy of Your information is paramount, we will ask that You identify and provide permission in writing for such persons to act as Your authorized agent and exercise Your applicable rights under California law in such situations. This may require us to contact You directly and alert You that an individual has claimed to be Your agent and is attempting to access or delete Your information. We will also independently verify Your identity to ensure that an unauthorized person is not attempting to impersonate You and exercise Your rights without authorization. We will not share Your information or honor any other requests in those situations where You cannot or do not grant permission in writing for an identified authorized agent to act on Your behalf, or where we cannot independently verify Your identity.

**13. YOUR NEVADA PRIVACY RIGHTS.** Under Nevada Law, Nevada residents may submit an opt-out request regarding the sale of their personally identifiable information collected through a website or online service. As confirmed above, MFS Supply does not sell its customers Personal Identification Information. Even so, You may make a verified request to confirm Your opt-out of MFS Supply's sale of Your personal information to third parties by submitting an email to [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com).

**14. YOUR VIRGINIA PRIVACY RIGHTS.** Under Virginia Law, Virginia residents have the right to,

- a. Confirm whether or not a covered business is processing the consumer's personal data and to access such personal data;
- b. Correct inaccuracies in the consumer's personal data, taking into account the nature of the personal data and the purposes of the processing of the consumer's personal data;
- c. Delete personal data concerning the consumer;
- d. Obtain a copy of the consumer's personal data that the consumer previously provided to the controller in a portable and, to the extent technically feasible, readily usable format that allows the consumer to transmit the data to another business without hindrance, where the processing is carried out by automated means; and
- e. Opt out of the processing of the personal data for purposes of (i) targeted advertising, (ii) the sale of personal data, or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects concerning the consumer.

To exercise Your rights, You may make an request to MFS Supply by submitting an email to [privacy@MFSSupply.com](mailto:privacy@MFSSupply.com) and MFS Supply will honor authenticated requests.

**15. POLICY LIMITATION.** MFS Supply may provide links to outside websites. This Privacy Policy applies only to a Website and in no way represents any privacy policy related to information shared with anyone else's website(s). If You elect to share information with an outside website linked through this Website, You should review the other website's privacy policy.

**16. MFS SUPPLY'S RIGHTS.** Except as provided for in the Dispute Resolution - Mandatory Arbitration and Class Action Waiver provision herein, to the full extent permissible by applicable law, MFS Supply reserves all rights and remedies available to it in law or equity. Waiver by MFS Supply, or inaction by MFS Supply with respect to Your breach of any provision of this Privacy Policy, or failure of MFS Supply to enforce any provision of this Privacy Policy will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written.

**17. LIMITATIONS ON LIABILITY.** TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, MFS SUPPLY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF A WEBSITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH A WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. MFS Supply DOES NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS AND WE WILL HONOR THOSE RIGHTS ACCORDING TO APPLICABLE LAW.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR

UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MFS Supply SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

**18. INDEMNITY.** To the full extent permissible by applicable law, You agree to indemnify and hold harmless MFS Supply from any and all claims, damages, losses, costs[ (including without limitation reasonable attorneys' fees)] or other expenses that arise directly or indirectly out of or from (a) Your breach of any provision of this Privacy Policy; (b) Your activities in connection with MFS Supply or a Website; or (c) unsolicited Personal Identification Information You provide to MFS Supply.

**19. CONSENT TO COMMUNICATION.** When You use a Website or send communications to MFS Supply through a Website, You are communicating with MFS Supply electronically using the Personal Identification Information that You provide to us. You consent to receive MFS Supply electronically communications related to Your use of a Website and other interactions with MFS Supply. MFS Supply may communicate with You by email, phone, text message, or by posting notices on a Website or on social media. You agree that all agreements, notices, disclosures and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by You shall be deemed delivered and effective when sent to the email address You provide to us. Please note that by submitting information to us, creating a Secure User Account, or otherwise providing us with Your email address, postal address or phone number, You are agreeing that we and our authorized agents may contact You at that address or number in a manner consistent with our Privacy Policy and all other applicable terms and conditions, including, but not limited to, MFS Supply's General Terms & Conditions of Sale and Text Messaging Program Terms & Conditions.

**20. MANDATORY ARBITRATION AND CLASS ACTION WAIVER. YOU AGREE THAT ANY DISPUTE (AS DEFINED HEREIN) BETWEEN YOU AND MFS SUPPLY WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES THEN IN EFFECT, EXCEPT AS MODIFIED BY THIS SECTION 1. YOU AGREE THAT YOU HAVE GIVEN UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU MAY HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION (E.G., DISCOVERY). YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN A COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.**

The interpretation and enforcement of these Terms shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* Information may be obtained from the AAA online at [www.adr.org](http://www.adr.org), by calling (800) 778-7879, or by writing to 1633 Broadway - 10<sup>th</sup> Floor, New York, NY 10019. In the event this provision is prohibited by any jurisdiction, the parties hereby agree that this provision shall be enforceable to the greatest extent permitted by law.

a. **INFORMAL EFFORTS TO RESOLVE DISPUTE.** For any Dispute YOU have with MFS Supply, and anyone acting on MFS Supply's behalf, YOU agree to first contact MFS Supply and attempt to resolve the Dispute with MFS Supply informally, which could include agreeing to participate in mediation.

b. **12-MONTH LIMITATIONS PERIOD.** To help resolve any Disputes between You and

MFS Supply promptly and directly, You and MFS Supply agree to begin any arbitration within twelve months after the later of (i) the accrual of a Dispute, or (ii) Your or MFS Supply's knowledge of (or when such party should have reasonably become aware of) the Dispute. If the Dispute is not filed with AAA within twelve months, it shall be deemed barred.

c. **CLASS ACTION WAIVER.** It is the intent of both You and MFS Supply to require all Disputes be submitted to AAA exclusively on an individual basis. Claims subject to this Mandatory Arbitration And Class Action Waiver provision may not be joined or consolidated with any Dispute of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public, or on behalf of any other person, unless otherwise agreed to by You and MFS Supply in writing. You expressly waive the right to represent others in a class action against MFS Supply. If You or MFS Supply chooses to arbitrate a Claim, neither party will have the right to litigate that Claim in court or to have a jury trial on that Dispute, or to participate in a class action or representative action with respect to such Dispute.

d. **ACKNOWLEDGMENT OF BINDING ARBITRATION CLAUSE.** By creating or maintaining a relationship with MFS Supply, by providing Your information to it or completing a purchase, You acknowledge that you have read these Terms and the Mandatory Arbitration And Class Action Waiver provision carefully, agree to them, and do so voluntarily and not in reliance on any promises or representations whatsoever except those contained in these Terms.

e. **DISPUTES.** Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including, but not limited to, initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) MFS Supply's Website; (ii) goods or services purchased from MFS Supply; (iii) any marketing by MFS Supply; (iv) these Terms, including the validity, enforceability, interpretation, scope, or application of these Terms and this Mandatory Arbitration And Class Action Waiver provision; (v) delivery of any goods or services by MFS Supply, and (vi) any Your and MFS Supply's relationship now and in the future (collectively, a "**Dispute**") shall be decided, upon the election of You or MFS Supply by binding Arbitration pursuant to this Mandatory Arbitration And Class Action Waiver provision and the applicable rules and procedures of the AAA administrator in effect at the time the Demand for Arbitration is filed. . In the event AAA is unavailable to perform the arbitration services contemplated by this section, either party may make an application to a court of competent jurisdiction to designate and appoint an arbitrator pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 5).

f. **EXCEPTIONS.** Disputes excluded from this Mandatory Arbitration And Class Action Waiver provision are actions seeking injunctive relief and disputes related to MFS Supply's intellectual property. You and MFS Supply further agree not to invoke the right to arbitrate any individual Claim that you bring in small claims court or an equivalent court so long as the Claim is pending only in that court and remains pending only in that court (the "**Small Claims Court Exception**").

g. **ARBITRATION FEES/DEPOSITS.** All Arbitration fees and deposits will be governed by AAA's then applicable rules, including, but not limited to, who is responsible for payment of any fees and deposits.

h. **PROCEDURE.** A single arbitrator will resolve the Dispute. The arbitrator will be a

lawyer with at least ten years' experience or who is a former or retired judge. The Arbitration shall follow the rules and procedures of the Arbitration administrator in effect on the date the Arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the Arbitration administrator and this Arbitration provision, in which case this Arbitration provision shall govern.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable, or otherwise invalid.

The arbitration will be conducted by submission of documents, by telephone, online or in person. Any in-person Arbitration hearing for a Dispute shall take place in Solon, Ohio.

The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. The arbitrator shall only be empowered to grant relief that would be available in court under law or in equity. The arbitrator shall not be empowered to disregard the law to do equity.

Should either party commence a Dispute in a forum other than the AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this provision.

Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This Arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

**21. ASSIGNMENT.** You may not assign this Privacy Policy, by operation of law or otherwise, without MFS Supply's prior express written consent. MFS Supply reserves the right to freely assign this Privacy Policy, and the rights and obligations hereunder, to any third party, including, but not limited to, a successor, without notice or consent. Subject to the foregoing, this Privacy Policy will be binding on, inure to the benefit of, and be enforceable against You.

**22. GOVERNING LAW.** You agree that any dispute in connection with a Website or this Privacy Policy will be governed by the laws of the State of Ohio and the United States of America.

**23. SEVERABILITY.** If any provision of this Privacy Policy is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Privacy Policy will continue in full force and effect.

**24. CONTACT.** If you have questions about these Terms, please contact MFS Supply as follows:

**CALLING:** 800.607.0541 - toll free or 440.248.5300 - local

**EMAILING:** [customerservice@mfssupply.com](mailto:customerservice@mfssupply.com)

**WRITING:**

MFS Supply LLC  
Ohio/Headquarters  
31100 Solon Rd Ste 16  
Solon, OH 44139

MFS Supply does not guarantee that it will receive all such e-mail or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such e-mail or other information. Be aware that Internet e-mail typically is not secure.

**25. Identification of Agent to Receive Notification and Elements of Notification of Claimed Copyright or Trademark Infringement.** If You believe that Your copyrighted work or trademark has been uploaded, posted or copied to a Website is accessible on such Website in a way that constitutes copyright or trademark infringement, please contact MFS Supply by email at [privacy@MFSsupply.com](mailto:privacy@MFSsupply.com) or by regular mail at:

MFS Supply LLC  
Ohio/Headquarters  
31100 Solon Rd Ste 16  
Solon, OH 44139

**26. DIFFICULTY ACCESSING OUR PRIVACY POLICY.** Individuals with disabilities who are unable to usefully access this Privacy Policy on a Website may contact us at the above-listed contact information to inquire how they can obtain a copy of our Privacy Policy in another, more easily readable format.