

PRIVACY POLICY

1. Introduction.

Nifco America Corporation (“Nifco” or “we”, “us”, or “our”) respect your privacy and are committed to protecting it through our compliance with this policy.

This policy applies to nifcousa.com (the “Website”). Please read this privacy policy carefully to get a clear understanding of our policy and practices with respect to how we collect, use, protect, or otherwise handle your personal information, including PII (defined below), when you access the Website.

This policy applies to information we collect:

- On this Website; or
- In email, text, and other electronic messages between you and this Website.

BY ACCESSING OUR WEBSITE, YOU AGREE TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, IMMEDIATELY STOP ACCESSING OUR WEBSITE.

This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

2. Children.

Our Website and its features, programs, promotions and other aspects requiring the submission of PII are not intended for children. We do not knowingly collect PII from children under the age of 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed PII to us, please contact us at WebMaster.Internet@nifcoam.com. A parent or guardian of a child under the age of 13 may review and request deletion of such child’s PII as well as prohibit the use of such information.

3. Information We Collect.

Our Website typically collects two kinds of information about you: (a) information that you provide that personally identifies you; and (b) information that we automatically collect when you visit our Website or that you provide us that is not personally identifiable.

- Personally Identifiable Information.** We collect personally identifiable information (“PII”) from you when you voluntarily register with the Website to use or receive information about our services or enter information on our Website. PII includes information that may be used to specifically identify or contact you such as your name, email address, phone number, etc. We only collect the PII that you voluntarily provide to us in connection with your use of the Website and any of our products and services, and do not automatically collect your PII when you merely visit our Website. Certain information may be non-personally identifiable on its own but when linked with other

data may become personally identifiable ("Linked Information"). In discussing our practices with respect to PII, we consider such Linked Information to be PII.

In the event you provide us with PII belonging to others, you represent and warrant that you have obtained the express consent from such persons to the use of their PII in connection with our products and services. You bear full responsibility for any information about others that you have provided to us.

- b. Non-Personally Identifiable Information.** Non-personally identifiable information is any information that does not personally identify you. It can include certain PII that has been de-identified or anonymized; that is, information that has been rendered anonymous. We obtain non-personally identifiable information about you from information that you voluntarily provide us, either separately or together with your PII. We also automatically collect certain non-personally identifiable information from you when you access our Website. This information can include, among other things, geolocation, IP addresses, the type of browser you are using, the third-party website from which your visit originated, the operating system you are using, the domain name of your Internet service provider, the search terms you use on our Website, the specific web pages on our site that you visit, and the duration of your visits.

4. How We Use and Share the Information Collected.

- a. Personally Identifiable Information.** We use the PII you submit to us to carry out your requests, respond to your inquiries, enforce or apply our Terms of Use, better serve you, or in other ways naturally associated with the circumstances in which you provided the information. We may communicate with you or later contact you for a variety of reasons, such as to provide customer service; to provide customized promotional information for our products or those of our parent company, subsidiaries, or other affiliated companies (our "Affiliated Companies"); to communicate with you about content or other information you have shared with us via the Website; or to send you updates, newsletters, or marketing materials we think might interest you. We may share your PII with our lawyers or consultants in the event we are subjected to regulatory enforcement action or litigation. We may also share your information with our Affiliated Companies. We do not sell, trade, or otherwise transfer to outside parties your PII unless we provide you with advance notice.

We may share your PII with third parties as permitted or required by law, such as pursuant to subpoenas, court orders, or other legal or regulatory requirements, or if such disclosure is necessary or appropriate to protect our rights, property, or safety or the rights, property, or safety of our customers and users, or others. This may include exchanging information with other companies and organization for the purpose of fraud protection and credit risk reduction.

- b. Non-Personally Identifiable Information.** We use non-personally identifiable information in a variety of ways, including to help analyze site traffic, understand customer needs and trends, carry out targeted promotional activities, and to improve our services. We may use your non-personally identifiable information by itself or aggregate it with information we have obtained from others. We may share your non-personally identifiable information with our Affiliated Companies and third parties to

achieve these objectives and others, but remember that aggregate information is anonymous information that does not personally identify you.

5. Other Uses and Information.

- a. **IP Addresses.** An IP address is a number that is automatically assigned to your computer whenever you are surfing the Internet. Web servers (computers that “serve up” web pages) automatically identify your computer by its IP address. When visitors request pages from our Website, our servers typically log their IP addresses. We collect IP addresses for purposes of system administration, to report non-personal aggregate information to others, and to track the use of our Website. IP addresses are considered non-personally identifiable information and may also be shared as provided above. It is not our practice to link IP addresses to anything personally identifiable; that is, the visitor’s session will be logged, but the visitor remains anonymous to us. However, we reserve the right to use IP addresses to identify a visitor when we feel it is necessary to enforce compliance with our Website rules or to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Website, or other users; or (d) in an emergency to protect the health and safety of our Website’s users or the general public.
- b. **Cookies.** “Cookies” are small text files from a website that are stored on a computer’s hard drive. These text files make using the Website more convenient by, among other things, saving passwords and preferences. We may analyze the information derived from these cookies or other technology markers, and match this information with data provided by a visitor or another party. If a visitor is concerned about the storage and use of cookies, he or she may be able to control or delete cookies through the Internet browser or other programs. Please note, however, that some parts of the Website may not function properly or be available if a visitor refuses to accept a cookie or chooses to disable the acceptance of cookies.
- c. **Email Communications.** If you fill out the contact page or send us an email with questions or comments, we may use your PII to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non-public personal information, such as passwords, social security numbers, or bank account information, to us by email. However, aside from our reply to such an email, it is not our standard practice to send you email correspondence unless you request a particular service or sign up for a feature that involves email communications, we are sending you information about our other products and services, or you consented to being contacted by email for a particular purpose.
- d. **Transfer of Assets.** As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or all (or substantially all) of our assets, the PII and non-personally identifiable information we have about you will be transferred to and used by this acquiring entity, though we will take reasonable steps to ensure that your preferences are followed. Also, if any bankruptcy or reorganization proceeding is brought by or against us, all such information may be considered an asset of ours and as such may be sold or transferred to third parties.

- e. **Other.** Notwithstanding anything herein to the contrary, we reserve the right to disclose any personally identifiable or non-personally identifiable information about you if we are required to do so by law, with respect to copyright and other intellectual property infringement claims, or if we believe that such action is necessary to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Website, or other users; or (d) in an emergency to protect the health and safety of our Website's users or the general public.

- f. **Your California Privacy Rights** Residents of the State of California, under certain provisions of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain PII as defined under California law during the preceding year for third-party direct marketing purposes. You are limited to one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. You may request the information in writing at WebMaster.Internet@nifcoam.com. For more information, visit <https://oag.ca.gov/privacy>.

6. Correcting Your Information.

You may send us an email at WebMaster.Internet@nifcoam.com to request access to, correct, or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

7. Keeping Your Information Secure.

We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your PII and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your PII. In the unfortunate event that your PII is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

The safety and security of your information also depends on you. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

8. Other Sites/Links.

Our Website may link to or contain links to other third-party websites that we do not control or maintain, such as in connection with purchasing products referenced on our Website. We are not responsible for the privacy practices employed by any third-party website. We encourage you to note when you leave our Website and to read the privacy statements of all third-party websites before submitting any PII.

9. Changes to the Policy.

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the privacy email address specified in your account or through a notice on the Website home page. The date the privacy policy was last revised is identified on Page 1. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

10. Contact Information.

To ask questions or comment about this privacy policy and our privacy practices, contact us at WebMaster.Internet@nifcoam.com.