

MARCO TECHNOLOGIES, LLC TERMS OF USE AND PRIVACY POLICY

Effective Date: June 4, 2019

Welcome to the Marco Technologies, LLC website! (“Site”). This website is operated by Marco Technologies, Inc. (“we,” “us,” “our,” or “Marco Technologies”). The following terms and conditions (together with any documents referred to in them) (collectively, these “Terms”) apply to your use of our website or other services offered at the Site (collectively, our “System”). The following Privacy Policy explains our practices, defines our users’ (“you” or “your”) privacy options, describes how your information is collected and used by Marco Technologies, LLC and describes your options relating to collection and use of your data.

By using the Marco Technologies website or any of our applications, products, services, features, tools, or resources, you agree to the terms of this Privacy Policy and our Terms of Use.

This Privacy Policy, along with our **Terms of Use** below, governs your use of the Marco Technologies website at <http://marconet.com/> (“Site”), our mobile application, and any information we may access through social media platforms such as Facebook, Instagram, LinkedIn or Twitter. For the purposes of this Privacy Policy and Terms of Use, we will refer to all of these access points as the Marco Technologies system (“**System**”).

We reserve the right to modify this Privacy Policy and Terms of Use from time to time and will mark new versions with a corresponding effective date. We recommend you visit the Site to review any changes in our practices. Your continued use of the System constitutes your agreement to our then-current Privacy Policy and Terms of Use.

This System is designed to offer goods and services to residents of the U.S. and we do not knowingly collect information from any European Union data subject. If you are a European Union data subject, please do not submit your information to or use the System.

WHAT INFORMATION IS COLLECTED?

Information Collected Automatically

We use tracking technologies such as cookies, log files, and pixel tags to automatically collect information when users visit our System. Information we collect includes but may not be limited to:

- IP address to measure our website traffic and to help provide a more personalized experience;
- Information regarding your browser and other technical specifications required to use our System;
- Your transaction history relating to the use of our products and services;
- Computer data or files, often called “cookies,” which may be sent by your web browser and stored on an individual computer to allow our server to “recognize” you through the navigation of the Site, and for us to credit your account for various online transactions; and
- Computer data files, often called “web beacons” that are collected from emails or links on third-party sites that allow our server to evaluate the popularity of those links or the information contained in emails or on third-party sites.

For more information, see the “Cookies and Similar Technologies” section below.

Information Collected Directly from You

We may collect personal information about you in connection with your use of our System. For example, this information may be provided when you sign up for a mailing list, register an account, fill out a “Contact Us” form, submit information in connection with a purchase or as part of other online services, apply for an open employment position, or register for a webinar or an event. The information collected may include but not be limited to, your name, email address, phone number, and physical address and the following:

- Name, job title;
- Email address, phone number, mailing address, and other contact information;
- Usernames and passwords to register an account;
- Financial information necessary to process a purchase or other request;
- Information relevant to employment applications;
- Information relevant to participation in promotions, special offers, and surveys such as use of our products, your product needs, and client satisfaction information and feedback;
- Business affiliations; and
- Other information related to your requests or inquiries.

You may refuse to provide any Personally Identifiable Information at your discretion; however, such refusal may impede your use and experience of this Site may disqualify you from entry into Marco Technologies and other Third Party sponsored contests, promotions, giveaways, sweepstakes, etc.

In some cases, Marco Technologies may incorporate a third party with a promotion, contest, sweepstakes, etc., as a sponsor.

Collecting Information from Children Under the Age of 13

Our Site and System are not designed for children, and we do not knowingly collect information from any person under the age of 13.

How Is the Information We Collect Used?

We collect information about you in order to provide you with services and products and also to collect information that is necessary for the System to work properly. We use personal information for a variety of purposes related to our business, including but not limited to:

- **Providing services and support**
Performing the essential functions of the System including responding to inquiries, fulfilling orders and requests, processing payments, providing support and troubleshooting, conducting screen share, and communicating with users about their use of the System or regarding a user initiated inquiry on the System.
- **Communicating with users about products or services**
Sending or initiating direct marketing programs, such as newsletters or information about new products or services we are offering; using content from social media platforms where users discuss our products or use a hashtag related to our products.
- **Promotions and Special Offers**
Communicating with our users about, offering, and administering promotions and special offers, such as sweepstakes, contests, or other promotions.
- **Personalizing user experiences on our System**
Tailoring content on the System based on user location, preferences, and other personalization factors.

- **Analytics and System improvement**

Tracking information about your visits to our Site or use of the System to allow us to provide better service; using certain online preferences in the aggregate across all users to evaluate the System and develop additional products and services to offer.

- **Assessing Employment Applications**

Assessing your application for employment and communicating with users about opportunities.

- **Compliance with legal obligations**

Sharing information to comply with the law or a legal proceeding, such as in response to a subpoena or court order.

- **Other purposes necessary to carry out our legal obligations and our obligations under this Privacy Policy or our Terms of Use.**

What We Do with Collected Information

We require this information in order to effectively run online contests, sweepstakes, surveys and to collect general contact information when submitted on a contact form. We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our website and other services
- We may periodically send promotional email about contests, promotions, events or special offers
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. You are in no way obligated to participate in such market research requests
- We may use the information to customize the website according to your interests.

We will not sell your information to any third party for any reason.

Disclosure of Information

We may share information, in the aggregate, regarding your online browsing preferences to evaluate our products or allow the third parties we work with to better serve our users. We will not share personally identifiable information in these instances, other than as described in this Privacy Policy.

We will not share your information with third parties to directly market their products to you. We may provide user information to third-party service providers or vendors for purposes including but not limited to:

- Initiating direct marketing programs on our behalf,
- Data tracking,
- Maintenance or development of our System,
- Development of online products, services, or customer service, or new product development, and
- Other contracted promotional opportunities provided to our users.

We may also share this information with any subsidiaries, licensees, suppliers, distributors, affiliates, assigns, successors, or other related entities and their respective owners. We may also share your personal information in connection with law enforcement requests or in response to investigations, subpoenas, court orders, or other legal processes to establish or exercise our legal rights or defend against legal claims, or as otherwise required by law.

Business Transfers

We may also disclose your information to a third party as part of reorganization or a sale of the assets of Marco Technologies, or its subsidiaries or divisions. Any third party to which Marco Technologies transfers or sells the System or related assets will have the right to continue to use the personal and other information that you provide to us.

COOKIES AND SIMILAR TECHNOLOGIES

We use cookies, pixel tags, and similar technologies to gather information about your use of our System and to customize your experience using the System.

Cookies

Cookies are small data files that help us keep track of your usage of the System. Many of the cookies we use enable the System to function as you would expect it to. Cookies enable the System to remember things like your login information, so you do not have to re-enter it, items in your shopping cart when you navigate away from the page, game scores, user preferences, and other personalized settings. Cookies also enable us to track and analyze user behavior in order to improve our System. Most web browsers automatically accept cookies but you can choose to accept or decline certain types of cookies if you prefer. However, declining cookies may impact the functionality of the System and in some cases you may not be able to access the functions of the System. We use the following categories of cookies on the System:

- **Session cookies**
Session cookies are stored on the user's hard drive temporarily and are deleted when the user ends the browsing session. Session cookies are useful for things like keeping items in a shopping cart while the user continues to browse.
- **Persistent cookies**
Persistent cookies stay on the user's hard drive until they expire, even after the browser is closed. Persistent cookies are useful for remembering things like login information, so users do not have to enter their password every time they visit the System.
- **Third-party cookies**
Third party cookies are not installed directly by our System, but by third parties such as advertisers. Third party cookies are used to track advertising preferences from site to site, and to gather data about users' browsing habits in order to improve the user experience.

Clear GIFs

Clear GIFs (also called pixel tags or web beacons) are small files embedded in websites that tell us what content a user accesses and how users navigate the System. Clear GIFs enable us to track and analyze user behavior on the System in order to make it more intuitive and user friendly.

THIRD PARTY WEBSITES AND LINKS

Our System may contain links to other websites. These websites may have privacy policies different than our Privacy Policy. The System may also contain certain social media icons or widgets. Although you can view the material we have linked to, you may have to create an individual account or register to use these third-party social media sites to use interactive features. Any interaction on social media or other third-party websites is governed not by this privacy policy but by the terms of use and privacy policy of the particular platform.

Behavioral Advertising

We may also use third-party vendors, such as Google Analytics, to advertise to our users online. These third-party vendors may display [Company] product advertisements on other websites based on your internet usage. More specifically, these vendors use first-party cookies (such as the Google Analytic cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve ads based on your past visits to the Site or another site affiliated with [Company] products or services. Any information that these third parties collect via cookies is not linked to any personally identifiable information (name, address, email address, or phone number) we collect or you provide on the website. You can opt-out of Google Analytics for Display Advertising by using Google's Ads Settings.

HOW IS USER INFORMATION PROTECTED?

We maintain administrative, physical, and technical safeguards for all user information collected in our System.

YOUR OPTIONS

By providing information to us or using our System, you are consenting to our use of your data as outlined in this Privacy Policy.

While we work hard to use and disclose our users' personal information only for the purposes identified above, you can choose not to provide personal information or limit the personal information obtained by us as follows:

- You may have your contact information removed from our marketing lists to inform users of new or relevant products, services, and special offers by clicking on the unsubscribe link in any communication received from us, or by emailing us at marketing@marconet.com;
- In certain circumstances, you may choose to have us remove or alter any information we have on file about you, even if you previously opted in to provide us with that information. To do so, please send an email to marketing@marconet.com. Any final information on whether to remove or rectify information will be made at Marco Technologies' sole discretion;
- You may limit the collection of "cookies" through your browser settings. However, this may disable our ability to provide you with the most relevant products or information regarding the System; and
- You may limit the ability of Google Analytics to track your online activity, as outlined in the "Behavioral Advertising" section.

YOUR CALIFORNIA PRIVACY RIGHTS

Access and Correction Rights

California Civil Code § 1798.83 permits users that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us via the Site.

Do Not Track Signals

Marco does not respond to Do Not Track Signals.

CONTACTING US

For additional information pertaining to our Privacy Policy, please contact:

Patty Funk
Marco Technologies, LLC
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St. Cloud, MN 56301

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Information & Content on this Website

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Warranty and Disclaimer

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Jurisdiction and Venue

You agree that any action at law or in equity arising out of or relating to these terms of use or our website shall be filed, and that venue properly lies, only in state courts located in St. Cloud, Minnesota, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that the content on our website is appropriate or available for use in any particular location. Those who choose to access our website do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

General Provisions

These terms of use shall be governed by and construed in accordance with the laws of the State of Minnesota and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to." All trademarks appearing on this website are the property of their respective owners. Nothing contained on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the website without the written permission of the party that may own the applicable trademark.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED