

## **Privacy Policy**

Last modified: 6.15.18

### **Introduction**

KIMBLE COMPANY AND ITS AFFILIATES (INCLUDING KIMBLE RECYCLING AND DISPOSAL, INC.) ("**Company**" or "**We**") respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website [www.kimblecompanies.com](http://www.kimblecompanies.com) (our "**Website**") and our sites on social media platforms, including Facebook, Twitter, LinkedIn, Instagram, and Google Plus (our "**Social Media Sites**") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website and our Social Media Sites.
- In email, text, and other electronic messages between you and this Website and our Social Media Sites.

It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website and our Social Media Sites

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website or our Social Media Sites. By accessing or using this Website or our Social Media Sites, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of this Website and our Social Media Sites after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### **Children Under the Age of 13**

Our Website and our Social Media Sites are not intended for children under 13 years of age. No one under age 13 may provide any information to the Website or our Social Media Sites. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website and our Social Media Sites or on or through any of its features/register on the Website and our Social Media Sites, make any purchases through the Website and our Social Media Sites, use any of the interactive or public comment features of this Website and our Social Media Sites or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. 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 believe we might have any information from or about a child under 13, please contact us at [legal@kimblecompanies.com](mailto:legal@kimblecompanies.com).

### **Information We Collect About You and How We Collect It**

We collect several types of information from and about users of our Website and our Social Media Sites, including information:

- that is shared by you to us by which you may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which you may be contacted online or offline ("**personal information**");
- that is about you but individually does not identify you; and/or
- about your internet connection, the equipment you use to access our Website and our Social Media Sites and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, our business partners, internet providers, and website feature providers.

**Information You Provide to Us.** The information we collect on or through our Website and our Social Media Sites may include:

- Information that you provide by filling in forms on our Website and our Social Media Sites. This includes information provided at the time of registering to use our Website and our Social Media Sites, subscribing to our service, using chat features, contacting us, or requesting further services as well as information and documents related to your education and work history (such as resumes, cover letters and similar documents), banking and financial information (such as credit/debit card numbers, bank information, and account numbers), purchase and order information, personal preference, and information related to customer service matters. We may also ask you for information when you report a problem with our Website and our Social Media Sites.
- Records and copies of your correspondence, including email addresses and chat logs, if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our Website and our Social Media Sites and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website and our Social Media Sites.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Website and our Social Media Sites, or transmitted to other users of the Website and our Social Media Sites or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although you may be able to set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website and our Social Media Sites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

**Information We Collect Through Automatic Data Collection Technologies.** As you navigate through and interact with our Website and our Social Media Sites, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website and our Social Media Sites, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website and our Social Media Sites.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.
- Information provided by third-party analytics providers including Google Analytics.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically may include personal information, or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and our Social Media Sites and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size, demographics, and usage patterns.
- Store information about your preferences, allowing us to customize our Website and our Social Media Sites according to your individual interests.
- Recognize you when you return to our Website and our Social Media Sites.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website and our Social Media Sites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website and our Social Media Sites.
- **Flash Cookies.** Certain features of our Website and our Social Media Sites may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website and our Social Media Sites. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices About How We Use and Disclose Your Information.
- **Web Beacons.** Pages of our the Website and our Social Media Sites and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

If we do collect personal information automatically, we may tie this information to personal information about you that we collect from other sources or you provide to us.

### Google Analytics

We use a tool called “Google Analytics” to collect information about use of this site. Google Analytics collects information such as how often users visit this site, 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 our Website and our Social Media Sites. 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 [Google Analytics Terms of Use](#) (as amended for government websites) and the [Google Privacy Policy](#). You can prevent Google Analytics from recognizing you on return visits to this site by [disabling cookies](#) on your browser.

Users can prevent cookies from being saved with a corresponding setting in their browser software; users can also prevent the data relating to their usage of the online service generated from the cookie from being acquired and processed by Google by downloading and installing the browser plug-in from the following link:

<http://tools.google.com/dlpage/gaoptout?hl=en>.

You can find more information about how Google uses data for advertising purposes, as well as setting and opt-out options, on Google’s websites: <https://www.google.com/intl/en-GB/policies/privacy/partners/> (“How Google uses data when you use our partners’ sites or apps”), <http://www.google.com/policies/technologies/ads> (“Advertising”), <http://www.google.com/settings/ads> (“Control the information Google uses to show you ads”) and <http://www.google.com/ads/preferences/> (“Take control of your Google ads experience”).

**Third-Party Use of Cookies and Other Tracking Technologies.**

Some content or applications, including advertisements, on the Website and our Social Media Sites are served by third-parties, 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 our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about 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.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. In regards to Social Media Sites, the hosts of such pages may collect information about you, including person information. Our Privacy Policy does not cover the privacy and security practice of the sites on which our Social Media Sites are hosted.

**How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and our Social Media Sites and its contents to you.
- To provide you with information, products, or services that you request from us.
- Conducting market research.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website and our Social Media Sites or any products or services we offer or provide though it.
- To allow you to participate in interactive features on our Website and our Social Media Sites.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own goods and services that may be of interest to you. Additionally we may combine information about you from other sources with information we have collected from you on our Website and our Social Media Sites.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

**Disclosure of Your Information**

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Website and our Social Media Sites users is among the assets transferred.
- To fulfill the purpose for which you provide it.

- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our terms of use or terms of sale and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others.

### **Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Promotional Offers from the Company.** If you do not wish to have your information used by the Company to promote our own products or services, you can opt-out by sending us an email stating your request to customerservice@kimblecompanies.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, by sending us an email stating your request to customerservice@kimblecompanies.com. We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website.

**TELEPHONE NUMBERS:** *If you provide a telephone number via live chat, through any web portal or link through the Website, you give consent to receive autodialed and robocall telephone calls and text messages, to your phone number and cell phone, regarding matters closely related to your service, including without limitation, service and weather delays. If you desire to opt out of the aforesaid calls please email Kimble at [customerservice@kimblecompanies.com](mailto:customerservice@kimblecompanies.com) or call us at 330-343-1226 extension 2203.*

### **Accessing and Correcting Your Information**

You can review and change your personal information by logging into the Website and our Social Media Sites and visiting your account profile page.

You may also send us an email at customerservice@kimblecompanies.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. 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.

If you delete your User Contributions from the Website and our Social Media Sites, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users or Social Media Sites users. Proper access and use of information provided on the Website and our Social Media Sites, including User Contributions, is governed by our terms of use located at the bottom of our home page located at [www.kimblecompanies.com](http://www.kimblecompanies.com).

**Your California Privacy Rights**

California Civil Code Section § 1798.83 permits users of our Website and our Social Media Sites 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 send an email to customerservice@kimblecompanies.com.

**Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website and our Social Media Sites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website and our Social Media Sites. The information you share in public areas may be viewed by any user of the Website and our Social Media Sites.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website and our Social Media Sites. 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 and our Social Media Sites.

**Changes to Our Privacy 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 through a notice on the Website and our Social Media Sites home page. The date the privacy policy was last revised is identified at the top of the page. 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 our Social Media Sites and this privacy policy to check for any changes.

**Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website and Social Media Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE AND SOCIAL MEDIA SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SOCIAL MEDIA SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE OR SOCIAL MEDIA SITES LINKED TO IT.

YOUR USE OF THE WEBSITE AND SOCIAL MEDIA SITES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND SOCIAL MEDIA SITES IS AT YOUR OWN RISK. THE WEBSITE AND SOCIAL MEDIA SITES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND SOCIAL MEDIA SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE AND SOCIAL MEDIA SITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE AND SOCIAL MEDIA SITES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND SOCIAL MEDIA SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE AND

SOCIAL MEDIA SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE AND SOCIAL MEDIA SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE AND SOCIAL MEDIA SITES, ANY WEBSITES AND SOCIAL MEDIA SITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SOCIAL MEDIA SITES OR SUCH OTHER WEBSITES OR SOCIAL MEDIA SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Privacy Policy or your use of the Website and Social Media Sites, including, but not limited to, your User Contributions, any use of the Website's and Social Media Sites' content, services, and products other than as expressly authorized in this Privacy Policy or your use of any information obtained from the Website and Social Media Sites.

### **Governing Law and Jurisdiction**

All matters relating to the Website and Social Media Sites and this Privacy Policy and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, this Privacy Policy or the Website and Social Media Sites shall be instituted exclusively in the United States District Court – Northern District of Ohio or the Court of Common Pleas of Tuscarawas County, Ohio. However, we retain the right to bring any suit, action, or proceeding against you for breach of this Privacy Policy in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

(a) Any controversy or claim arising out of this Website and Social Media Sites or the Terms or any alleged breach of these Terms shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitration shall be held in Tuscarawas County, Ohio or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. An award of damages shall include pre-award interest at the rate of 4% percent from the time of the act or acts giving rise to the award.

(b) A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction

any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs.

(c) The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

(d) The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden. These exchanges shall occur no later than a specified date within 60 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS PRIVACY POLICY OR THE WEBSITE AND SOCIAL MEDIA SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Class Action and Jury Waiver**

ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBTRATION, YOU AND COMPANY WAIVE ANY RIGHT TO A JURY TRIAL.

### **Improperly Filed Claims**

All Claims you bring against us must be resolved in accordance with this Privacy Policy. All Claims filed or brought contrary to this Privacy Policy shall be considered improperly filed and void. Should you file a Claim contrary to this Privacy Policy, we may recover attorneys' fees and costs up to \$1,000, provided that we have notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

### **Waiver and Severability**

No waiver of by the Company of any term or condition set out in this Privacy Policy shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this Privacy Policy shall not constitute a waiver of such right or provision.

If any provision of this Privacy Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Privacy Policy will continue in full force and effect.

### **Entire Agreement**

This Privacy Policy and Terms of Use constitute the sole and entire agreement between you and Company regarding the Website and Social Media Sites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Social Media Sites.

### **Your Comments and Concerns**

This Website and Social Media Sites are operated by Kimble Company, 3596 State Route 39 NW, Dover OH 44622.

All feedback, comments, requests for technical support, and other communications relating to the Website and Social Media Sites should be directed to: [customerservice@kimblecompanies.com](mailto:customerservice@kimblecompanies.com)

### **Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

[customerservice@kimblecompanies.com](mailto:customerservice@kimblecompanies.com)

OR

ATTN: Customer Service – Website  
3596 SR 39 NW  
Dover, OH 44622