



Privacy Policy

Effective Date: July 1, 2021

This Privacy Policy applies to use of the mobile applications (“**Apps**”), sites, software, and other products and services made available in connection with ice machines (the “**Product**”) by Scotsman Ice Systems (“**Scotsman**,” “**we**,” “**us**,” or “**our**”) that reference this Privacy Policy, including the content, information, functionality and services provided through such items (all of the foregoing collectively, the “**Offerings**”). Specific portions of the Offerings may include additional or different provisions relating to collection and disclosure of personal information. In the event of a conflict between such provisions and this Privacy Policy, such specific terms shall control. This Privacy Policy does not apply in the event that a specific privacy policy or privacy statement is included or provided with a Product or Offering that you obtain from Scotsman.

This Privacy Policy informs you of our policies regarding the collection, use and disclosure of personal information we receive from users of the Offerings. **BY USING OR ACCESSING THE OFFERINGS YOU SIGNIFY YOUR ACKNOWLEDGMENT AND ASSENT TO THE COLLECTION AND USE OF INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY SET FORTH BELOW. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT USE THE OFFERINGS.**

1. Personal Information

We may collect personal information from you, such as your name, contact information, email address, and user type (*i.e.* whether you are an owner or operator, service provider, or other user of the Offerings). We may collect such personal information from you directly such as via forms on the Offerings; from contracts or other agreements or forms you fill out; from publicly available sources (where permissible by applicable law); when you submit an inquiry to us; in connection with your transactions with us or our service Providers or others; or from other communications with us.

2. Usage Information

Scotsman utilizes technology to accumulate information about traffic use of our Apps, Products and other Offerings, and the effectiveness of email communication with you (“**Usage Information**”). Scotsman may collect Usage Information: (1) during your interaction with an Offering or the related Product, (2) during download and use of an App; (3) when you open an email from Scotsman (provided you have given us consent if legally required); and (4) when you click a link within an email from Scotsman (provided you have given us consent if legally required). Scotsman utilizes automatic tools to collect Usage Information which include tools such as the following:

Product Usage Data: The Offerings collect information regarding the usage, status and operation of the Products with which the Offerings are used.

Log Data: We collect information that your browser or device sends whenever you visit our website or Offerings (“**Log Data**”). This Log Data may include information such as your device’s Internet Protocol (“IP”) address, unique device identifier, device state information, device settings, device hardware and OS info, domain name, browser type, browser version, the links you click, the pages of our website or portions of the Offerings that you use, the time and date of your usage, the time spent on those pages and Offerings, and other statistics.

Location Data: The Offerings may collect location information based on your IP address as well as precise GPS information about the location of your mobile device. We may link this data with information associated with your account.

Web Analytics: We may use third-party analytics tools and embedded tags/tracking code that collect, monitor and analyze Log Data and other information about visitor traffic to our Offerings, including Google Analytics. These analytic services collect Log Data and other Usage Information and provide analysis of the results to us and our affiliates. Such analytic providers may also use and disclose Usage Data for their own purposes in an aggregate and anonymous way, including for purposes of providing support to us, analyzing trends and improving their services. Use of such analytic Usage Information collected by third parties will be governed by the applicable third party's privacy policy.

Email Tracking: We may collect information using automatic data collection tools (including web beacons) when you open an email or click on a link contained in an email from Scotsman (provided you have given us consent if legally required).

We use Usage Information to: (a) gather information in order to design and improve our Apps, Offerings and Products; (b) monitor Product, Offering and email usage; (c) compile business and technical statistics; (d) develop specific App content based on user type; and (e) provide the Offerings. We may share Usage Information or other non-identifying data on an aggregate or individual basis with third parties in furtherance of our business needs. We do not merge your personally-identifiable information with non-personally identifiable Usage Information collected from such analytics features unless you have been given notice of such activity and given us your affirmative (i.e. opt-in) consent.

3. Use and Sharing of Personal Information

Personal information collected in connection with the Offerings will generally be used by Scotsman and its affiliates (a) to perform and provide the Offerings, including for purposes of technical administration and analysis, support and improvements to the Offerings, (b) to establish and maintain your account for the Offerings, (c) to respond to support inquiries or to process your requests, and (d) for any other purpose specified at the time of collection. Your personal information may also be used by Scotsman and its affiliates to keep you informed about product upgrades, special offers, and other products and services of Scotsman and selected third parties, except to the extent you opt out of receiving such communications. Personal information may be shared with other Scotsman affiliated businesses, but only as necessary to fulfill your request or for related purposes. Scotsman may use third party service providers ("**Providers**") to collect, store or access your personal information in connection with certain aspects of the Offerings, however such Providers will be bound by contract not to use your personal information for their own purposes or to disclose it to others. Except as described in these Terms, Scotsman does not share, sell, or lease personal information about you to any third-parties for their marketing use. Scotsman will release personal information about you if you direct it to do so, if Scotsman is required by law to do so, or in other special cases set forth below.

4. Use of Aggregate and Non-Personally Identifying Information

We may anonymize, pseudonymize, aggregate or de-personalize personal information and/or Usage Information to create non-personally identifiable information ("**Anonymized Data**"). We

may freely disclose, share and use Anonymized Data and other non-personally-identifying information for industry analysis, statistical purposes, demographic profiling, marketing and advertising, and other business purposes (which may include reporting on trends in the usage of the Offerings and Products).

5. Special Cases

Scotsman reserves the right to disclose any information, including personal information and Usage Information, in special cases, when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other Offering users, or anyone else that could be harmed by such activities. We may disclose any information, including personal information, without notice to you in response to a subpoena or when we believe in good faith that the law permits it or to respond to an emergency situation.

6. Security

The security of your personal information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Scotsman uses commercially reasonable physical, electronic, and administrative safeguards to protect the personal information you provide from unauthorized or inappropriate access. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes due to transmission errors, outside events, third party hacking or other causes, and we will not be liable therefor. Scotsman and its affiliates will not be responsible for the operation or security of any third-party network used to access the Offerings, including any Wi-Fi access point, cellular network or the Internet. You are solely responsible for the confidentiality and security of information sent from or stored on your computer or mobile device in connection with the Offerings. **YOU ACKNOWLEDGE THAT YOU PROVIDE YOUR PERSONAL INFORMATION AND USER CONTENT AT YOUR OWN RISK.** If we become aware of a security breach involving personal data on our systems, Scotsman will make all legally required disclosures, consistent with our ability to determine the scope of the breach, our need to restore the integrity of the Offerings and the needs of law enforcement.

7. Changes to this Privacy Policy

We reserve the right to make changes to this Privacy Policy at any time by providing notice to you, including via posting an updated version online (with an updated revision date), by email or through the Offerings, and your use of an Offering after any change signifies your acceptance of the changed terms. If you do not agree to the modified Privacy Policy, please stop using the Offerings. Please check this Privacy Policy periodically for changes.

8. Links to Other Offerings

The Offerings may contain links to websites, content sources or services which are not under our control, including websites of distributors and sales affiliates. While Scotsman makes reasonable efforts to try to link only to websites that share Scotsman's high standards and respect for privacy, Scotsman is not responsible for the content, security, or privacy practices employed by other websites or their use of information provided to them. Please make sure you review the terms of use and other policies applicable to any linked websites or applications that

you decide to use to better understand your and other parties' rights and obligations with regard to such websites.

9. Data Access and Deletion

You may review, update, correct or delete certain personal information associated with your account by logging into your account. If you wish to update or delete other personal information, you can contact us using the contact points specified below. We will take steps to modify or delete your personal information as soon as is practical, but some information may remain in archived/backup copies for our records or as otherwise required by law. Upon termination of your account, we will retain all personal information only as long as necessary to fulfill our obligations in connection with the Offerings and for any period of time necessary to comply with applicable law, including any applicable statute of limitation.

10. Data Transfer

You understand and agree that personal information provided in connection with the Offerings may be transferred across national boundaries and may be stored and processed in any of the countries in which Scotsman or its Providers maintain facilities, including, without limitation, the United States of America and Canada, and you consent to the transfer of your personal information to such jurisdictions. In the event Scotsman or its assets are sold, merged or otherwise involved in a corporate transaction, we reserve the right to transfer affected customer and personal information without your consent.

11. Minors

Scotsman Offerings, Websites and Apps are not intended for use by minors under the age of 18 years. We do not intend to collect any personal information or data from children under the age of 18, and minors should submit personal information to us.

12. Your California Privacy Rights

Pursuant to the California Consumer Privacy Protection Act of 2018 ("**CCPA**") and other applicable California statutes, we are providing the following California Privacy Statement to explain how we use and disclose personal information that we collect from individuals who are residents of California:

(a) Categories of Personal Information Collected: Sections 1 and 2 above give details about the personal information we collect. The personal information that we have collected from consumers in the twelve months prior to the effective date of this California Privacy Statement fall into the following categories established by the CCPA: (1) Personal identifiers such as name, contact information, email address, user type, online identifier, Internet Protocol (IP) address, and account name; (2) Commercial information such as records of products or services purchased or considered, and information on interactions with our communications or Offerings; (3) Internet or other network activity information regarding your interactions with our communications or Offerings; (4) Geolocation data indicating your physical location, including general (IP address and zip code) and GPS physical location data of your device; and (5) Inferences drawn from the foregoing categories, including information about preferences and behavior that we collect via our communications or offerings or obtain from third parties in order to target marketing or to personalize content.

(b) Sources of Personal Information: We obtain the types of personal information listed above from the following categories of sources: (1) directly from our customers or users; (2) directly and indirectly from activity via our Offerings; (3) from publicly available sources; (4) from our third-party Providers; and (5) from third-party analytics tools and tracking technologies that collect information about activity via our Offerings.

(c) Purposes for Collecting Personal Information: We may use the personal information we collect for the purposes identified in Sections 3 and 5 above which include one or more of the following: (1) providing our Offerings, products and services to you or the business you represent; (2) maintaining our business relationship and/or providing ongoing support regarding our Offerings, products or services; (3) informing you about our products and services (including customized advertising), and responding to your comments or requests for information; (4) improving, customizing and optimizing Offerings and customer experience; (5) where we are obligated, or permitted, to do so by applicable law, regulation or legal process, including to prevent harm or as requested by governmental authorities, or (6) as described to you when collecting your personal information.

(d) Categories of Personal Information Shared or Sold: We may share or disclose the personal information that we collect for the purposes identified above in Section 3. In the twelve months prior to the effective date of this California Privacy Statement, we have not sold any personal information of consumers. The personal information that we have disclosed about consumers for a business purpose in the twelve months prior to the effective date of this California Privacy Statement fall into the following categories established by the CCPA: personal identifiers, commercial information, internet or other network activity, geolocation data, and inferences drawn from the foregoing categories. The foregoing categories of information have been disclosed to the following categories of third parties: (1) service Providers performing services for us; (2) analytics providers that help us generate performance metrics regarding our products, services, sites or apps; and (3) our affiliates and related companies.

(e) Rights Under the CCPA: (1) *Right to Know and Data Portability* - you can request information about how we have collected, used, shared, sold, disclosed and otherwise processed your personal information during the past 12 months, including the right to request the specific pieces of personal information that we possess; (2) *Right of Deletion* - you can request that we delete any of the personal information that we have collected from you - we may deny your deletion request pursuant to certain exceptions in the CCPA, and the response we provide will explain any reason for denying your request; (3) *Right of Non-Discrimination* - you have the right to not receive discriminatory treatment by us for exercising any of your CCPA rights; and (4) *Right to Opt-Out of Sale* - you can opt-out of the sale of your personal information, however since we do not sell your personal information we do not offer an opt-out.

(f) Exercising Your Rights: To exercise your right to know or right of deletion, please submit a verifiable consumer request to us by either:

- calling us at (800) 726-8762, or
- sending us an email at marketing@scotsman-ice.com

We reserve the right to confirm your California residency to process your requests. In accordance with the CCPA, we will need to confirm your identity to process your requests and we may require you to login to your account with us, provide information associated with your account or transactions with us, or require you to provide government identification, signed declarations and other proof of identity. You may designate an authorized agent to make a



request on your behalf as provided under California law and we reserve the right to request proof of such authorization. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you, or if you do not provide us with sufficient detail to allow us to understand and respond to your request. Our response will explain any reasons we cannot comply with a request, if applicable.

(g) Other California Disclosures: We do not supply personally identifiable information you provide to any third party for such third party's direct marketing purposes, and therefore do not respond to California Shine the Light law requests. We do not collect personally identifiable information about an individual user's online activities over time and across third party websites, and therefore we do not currently employ a process for responding to "Do Not Track" (DNT) signals sent by web browsers, mobile devices, or other mechanisms. We do not have arrangements with any third parties authorizing them to collect personal information about your online activities over time and across different websites when you use our Offerings. We reserve the right to amend this California Privacy Statement from time to time as provided in Section 7 above.

13. Privacy Issues

If you have questions concerning a privacy issue or wish to update, correct or modify your personal information or privacy preferences (such as to indicate you do not wish to receive promotional communications), you may contact Scotsman customer service using the contact information below.

Scotsman Ice Systems
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