

EFC Systems, Inc. (“EFC”) is committed to protecting your privacy through our compliance with this Privacy Policy. This policy describes the types of personal information EFC may collect from you when you visit any EFC Website (defined below) and how EFC uses personal information.

## 1. Key Terms

In this Privacy Policy, these terms have specific meanings:

“**Licensed User**” means any person or entity that has accepted EFC’s EULA, created a EFC account, and is in good standing.

“**Visitor**” means any person who visits any EFC Website. A Licensed User is afforded the privacy rights of Visitor when visiting the EFC Website without logging in.

“**Personal Information**” means any information that identifies or can be used to identify a Licensed User or a Visitor, directly or indirectly. Examples of Personal Information include first and last name, phone number, email address, address, occupation, or other demographic information.

“**Website**” means any website owned and operated by EFC, including [www.efcsystems.com](http://www.efcsystems.com) or any web pages, interactive features, applications, widgets, blogs, social networks, or other online, mobile, or wireless offerings that post a link to this Privacy Policy.

“**Services**” means Website and associated services and platforms, including FieldAlytics, Merchant Ag, AgSolver, and other services provided by EFC.

“**EULA**” means EFC’s End User License Agreement.

“**You**” and “**your**” means, depending on the context, either a Licensed User or a Visitor.

Other defined terms have the meaning provided in EFC’s [EULA](#).

## 2. Privacy for Visitors

This section applies to Personal Information that EFC collects and processes through the Website and in the usual course of business. In this section “you” and “your” refers to Visitors.

### 2.1 The Information EFC Collects from Visitors

- **Information you provide to us on the Website or otherwise:** You do not have to provide any Personal Information to visit the Website. EFC may collect Personal Information you voluntarily provide on the Website, such as necessary to provide you with newsletters, updates and news about EFC.
- **Information collected automatically through the Website:** When you visit the Website, EFC may also collect certain information automatically from your device. We use cookies and other tracking technologies to collect some of this information. You can set your browser to opt-out from using cookies, but some functionality may be decreased.

## 2.2. Use of Visitors' Personal Information

We may use the information we collect through the Website for various reasons, including:

- To provide you the Services.
- To send you information for educational and marketing purposes.
- For recruitment purposes if you have applied for a position with EFC.
- To respond to your online inquiries.
- To improve Website security.
- To improve the content of our Website.
- To identify any server problems, connectivity or network issues.
- To compile aggregated statistics about site usage and to better understand the preferences of our Visitors.
- To carry out other legitimate business purposes, as well as other lawful purposes.

## 2.3 Cookies and Tracking Technologies

EFC may use various technologies to collect and store information when you use our Services, and this may include using cookies and similar tracking technologies. These technologies allow EFC to collect information such as the recipient's IP address, browser, general location, frequency of use, and other similar details. We use this information to measure the usage and performance of the Website and to enhance the Services.

## 2.4. Visitors' Data Protection Rights

You have the following data protection rights:

- **To correct or request deletion of your Personal Information.** You may contact us directly at any time about correcting or deleting your Personal Information, or altering your data or marketing preferences by emailing us at [FDSSupport@efcsystems.com](mailto:FDSSupport@efcsystems.com). We will consider your request in accordance with applicable laws.
- In addition, if you are a resident of the European Union, **you can object to processing of your Personal Information**, ask us to restrict processing of your Personal Information or request portability of your Personal Information. You can exercise these rights by emailing us at [FDSSupport@efcsystems.com](mailto:FDSSupport@efcsystems.com).
- Similarly, if we have collected and processed your Personal Information with your consent, **then you can withdraw your consent at any time**. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.
- You have the right to **complain to a data protection authority** about our collection and use of your Personal Information. For more information, please contact your local data protection authority. If you are unsure who your data protection authority is, please contact EFC at [FDSSupport@efcsystems.com](mailto:FDSSupport@efcsystems.com).

### 3. Additional Privacy for Licensed Users

In this section, "you" and "your" refer to Licensed Users.

#### 3.1. Information EFC Collects from Licensed Users

The Personal Information that EFC may collect from Licensed Users falls into the following categories:

- **Information you provide when creating an account:** While using our Services, you may provide Personal Information to EFC. Personal Information is provided when you sign up for and use the Services, consult with a EFC representative, send EFC an email, or integrate the Services with another provider.
- **Information collected from other Licensed Users:** EFC may obtain information from other Licensed Users about you. For example, if you are a farmer or grower and are using the Services in conjunction with your farm cooperative, ag retailer, or agronomist, EFC may obtain personal information from these other Licensed Users. EFC's Ag Data Use Agreement further explains how agricultural data is exchanged between Licensed Users.
- **Information from third-party Integrated Services.** EFC may include integrations with other technology platforms ("**Integrated Services**"). If you allow Integrated Services to share your information with EFC, EFC may obtain information about you through these sources.

#### 3.2. EFC's Use of Licensed Users' Personal Information

EFC may use the Personal Information collected through the Services for the following reasons:

- **To provide the Services to other Licensed Users. Please review EFC's [EULA](#) and [Ag Data Use Agreement](#) for more information about how EFC uses Licensed User provided information.**
- To communicate with you about your account or Licensed User status.
- To provide customer support.
- To comply with court orders, subpoenas, and other legal requests.
- To provide information to our professional advisors, including attorneys and accountants.
- To prosecute and defend a legal proceeding.
- To share with Integrated Parties in Integrated Party platforms.
- For other lawful purposes about which we will notify you.

#### 3.4. Licensed User's Data Protection Rights

Licensed Users may have the same data protection rights as Visitors. To the extent EFC has provided Personal Information to third parties in accordance with this Privacy Policy, EFC may not be able to delete or alter a Licensed User's Personal Information.

#### **4. Use of Personal Information for Marketing and Education**

EFC may use your Personal Information to provide you with information about EFC Services available in your area. Licensed Users and Visitors who have opted in to EFC marketing and notification emails can opt out by clicking the "unsubscribe" link at the bottom of our marketing messages. All opt-out requests can also be made by emailing [FDSSupport@efcsystems.com](mailto:FDSSupport@efcsystems.com).

#### **5. Security**

EFC takes reasonable technical and organizational measures to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Information.

EFC Licensed User accounts require a username and password to log in. Licensed Users must keep their username and password secure. EFC cannot resend forgotten passwords but we will only provide Licensed Users with instructions on how to reset them.

#### **6. Retention of Information**

EFC retains Personal Information where there is an ongoing legitimate business or legal need to do so. When there is no ongoing legitimate business need to process your Personal Information, EFC will either delete or anonymize it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then EFC will securely store your Personal Information and isolate it from any further processing until deletion is possible.

#### **7. State Specific Laws that May Apply to Collection of Personal Information**

EFC is an Tennessee corporation. To the greatest extent possible, Tennessee law applies to Visitor and Licensed User's privacy rights. Depending on various factors, other state laws may apply to your use of the EFC website. If you reside in the following jurisdictions, the additional provisions below may apply to you:

##### **California**

Under California Law, California consumers have the right to:

- Request that a business that collects a consumer's personal data disclose the categories of personal information that a business has collected about consumers.
- Request that a business delete any personal information about the consumer that a business has collected.
- Request that a business that sells a consumer's personal information, not sell the consumer's personal information.

To request the above information, please contact us at [FDSSupport@efcsystems.com](mailto:FDSSupport@efcsystems.com). EFC will respond within one month.

## **8. Privacy Rights of Children**

EFC does not knowingly solicit, collect, or store the Personal Information of children under the age of 16. Please do not submit any Personal Information of a child under the age of 16 to EFC. If you are under the age of 16, please do not use the Services or submit Personal Information to EFC. EFC will delete any Personal Information discovered of any child under the age of 16.

## **9. Payment Processors.**

EFC may use third parties to process payments from supporters and users of the Services (such as Paypal) ("**Payment Processors**"). EFC does not obtain or retain financial information required by Payment Processors. Use of Payment Processors' websites to make payment to EFC is subject to the respective Payment Processors' privacy policy and other agreements.

## **10. Modifications**

EFC may update this Privacy Policy at any time. All updates and amendments are effective immediately upon receiving notice or when you visit the Website or log into the Services.

## **11. Miscellaneous Legal Terms**

This Privacy Policy is governed by Tennessee law. Any suit naming EFC (including any affiliated company or brand, owners, employees, attorneys, or agents) as a party involving this Privacy Policy must be filed in the state courts or federal district court located in Nashville, Tennessee, and you consent to venue and jurisdiction there. EFC's failure to enforce any provision in this Privacy Policy is not a waiver of the right to do so at a later date. If any provision is found unenforceable, the remaining provisions of the Privacy Policy will remain in full effect. You may not assign your EFC account or any of your rights in this Privacy Policy. This Privacy Policy does not create an employee, partnership or agency relationship between you and EFC.