

Privacy Policy

Effective Date: December 31st, 2022

This Tractor Zoom, Inc. (hereinafter “**Company**” or “**we**”, “**us**”, “**our**”, etc.) Privacy Policy (hereinafter, “**Privacy Policy**”) regulates the collection, use and disclosure of information collected on the websites located at TractorZoom.com and TractorZoomPro.com, and any other website, mobile application, API or other digital property controlled or made available by the Company (each, a “**Digital Property**”). By accessing, using, downloading or installing any Digital Property, or registering an account or accessing or using any content, information, services, features or resources available or enabled via any Digital Property (the foregoing, collectively with the Digital Properties, the “**Services**”), you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, you are prohibited from using the Services and must exit and discontinue use immediately. You acknowledge that the Privacy Policy is subject to modification and that your continued use of the Services constitutes agreement with the then-current terms of the Privacy Policy. The date of the most recent update can be found at the top of the document.

This Privacy Policy describes how we collect, use and disclose information of users of our Services, and others to whom we expressly provide that this Privacy Policy will apply (collectively, “**you**” or “**your**”). Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using the Services in any way, you acknowledge that you have read, understood and agree to be bound by the terms and conditions set forth in this Privacy Policy and the Company’s Terms of Service Agreement (“**Terms of Service**”). Your acknowledgement includes your consent and agreement to the manner of collection and use of information, including the use of Personal Information (described below). If you do not agree with this Privacy Policy and the Terms of Service, you may not use the Services.

This policy applies only to individuals who use the Services or interact with us through e-mail. It does not apply to information which we may collect offline or through any other means, including on any other website operated by 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 Services.

1. Information Collected:

We collect information to better serve our customers and users. When we have a better picture of how people are using our Services, we can improve the experience of our users.

When you use the Services, we may automatically collect information related to the Services, such as information about your Internet service provider, your operating system, browser type, domain name, Internet protocol (IP) address, your access times, the website that referred you to us, the pages and aspects of the Services you request, and the date and time of those requests. We use this information only to improve the content and structure of the Services. You will remain anonymous to us unless you provide us with your identity, including by logging into the Services using your user credentials.

Additionally, depending on which of the Services you are visiting or using, we may collect various types of information from and about you, including information that can personally identify you (collectively, “**Personal Information**”). This information includes, but is not limited to:

- Your Name
- Postal Address
- E-mail Address

- Telephone Number
- Demographic Information
- Information Related to Equipment Sales or Other Transactions Involving You

We may also collect information, which may or may not be Personal Information, which you provide to us with respect to auctions and similar transactions of which you are aware, including information related to the date and time of such transactions, details related to the equipment or product sold in connection with such transactions, and the applicable sale prices (“**Transaction Information**”).

We may also collect information that you provide to us about other people, including, but not limited to, their names, postal addresses, telephone numbers, mobile numbers, and email addresses for purposes of fulfilling the purposes for which you provide such information.

2. Collection of Information Provided by You:

We collect information provided by you when you (a) inquire about or obtain our services or products; (b) communicate with us or request information about or from us, whether via email or other means; (c) fill out forms or fields on the Services; (d) register as a user or sign-up for any of our materials or services through the Services; (e) enter into online transactions; (f) create profiles; (g) provide feedback or participate in online surveys or questionnaires; (h) input information into our interactive programming features; and (i) post to the Services or provide user-generated content or submissions to us, including without limitation sales and product listings, Transaction Information and other information related to transactions (“**User Contributions**”).

3. Cookies and Automatic Collection of Information:

Like many similar Services, we use cookies for a variety of purposes to improve your visits to our Services. Cookies are pieces of information that a website transfers to the hard drive on your computer for record-keeping purposes. These cookies will allow the Services to remember important information that will make your use of the Services more convenient. For example, we use “cookies” and other tools to collect information about users’ visits, such as which portions of the Services are visited and for how long. Although some of the information collected may be linked to a specific IP address, we do not try to identify the person(s) using that IP address except for the very limited circumstances described herein. You can use the options in your web browser to notify you when you receive a cookie or otherwise change your cookie preferences. Click on the “Help” section of your browser to learn how to make those changes. But remember, if you disable cookies, you may not be able to take advantage of all the features of the Services.

4. Do Not Track Notice

We do not track our web visitors across third party websites to provide targeted advertising and, therefore, our website does not respond to Do Not Track (DNT) signals. We do not support Do Not Track browser settings and do not currently participate in any Do Not Track frameworks that would allow any of our Services to respond to signals or other mechanisms from you regarding the collection of your information.

5. How We Use the Information That We Collect

In order to provide you with the best user experience, we may use your information, including Personal Information and Transaction Information, to:

- Provide products and services requested by you;
- Provide customer support, including responding to your requests and questions and troubleshooting and resolving problems or complaints;
- Verify the information you provide to us;
- Communicate with you;
- Confirm your identity and eligibility to use the Services;
- Establish and manage your Account;
- Perform research and analysis to develop and improve the Services and other products and services that we may offer;
- Understand and anticipate your use of or interest in, our products, services, and content, and the products, services, and content offered by others;
- Develop and display products, services, and content tailored to your interests on the Services and other online properties;
- Measure the overall effectiveness of our online advertising, content, and programming, and other activities;
- Offer you personalized information and products, services, or promotions, of ours, our affiliates, or our third-party business partners that may be of interest to you;
- Manage our business and operations;
- Protect the security and integrity of the Services;
- Carry out our obligations and enforce our rights arising from applicable law, this Privacy Policy, the Terms of Service and any other applicable agreements and policies;
- Use or post User Contributions as permitted in our Terms of Use;
- Fulfill any other purposes for which you provide your information and for any other purpose as described to you at the time your information is collected or for which your consent is given; and
- In the manners referenced in the “Our Sharing Practices” section immediately below.

6. Our Sharing Practices

We may disclose or share other information from or about you, including your Personal Information and Transaction Information, with third parties as follows:

- To enable them to assist us in providing you the products or services you request through the Services or to provide us with support for our internal and business operations, such as data processing, data storage, research, analytics, web hosting, marketing, and delivery of promotional or transactional materials.
- When you engage in certain activities through the Services or services that are sponsored or provided by such third parties, including, but not limited to:

- requesting or purchasing products or services offered by these third parties;
- electing to receive information or communications from them; or
- electing to participate in contests, sweepstakes, games, or other programs sponsored or provided by these third parties, in whole or in part.
- With third parties that are interested in contacting you or providing offers to you that may be related to our products or services or about other products or services you may find interesting (and for clarity, we may receive a fee or other compensation from such third parties in consideration of renting, selling or otherwise making your information available to such third parties).
- We may sell, rent or otherwise provide Transaction Information to third parties who desire to conduct analysis on such Transaction Information and/or build a database or other collection or repository of such information.
- With any person who, in our reasonable judgment, is authorized to receive your information, such as your attorney or legal guardian.
- We may disclose information we collect from or about you when we believe disclosure is appropriate to comply with the law, to enforce or apply applicable terms and conditions and other agreements, or to protect the rights, property, or safety of our company, our affiliates, our other customers or users of the Services, or others.
- If some or all of our business assets are sold or transferred, whether through a sale, acquisition, merger, consolidation, reorganization, bankruptcy, or other corporate change, we may transfer the corresponding information regarding our customers and users of the Services, including Personal Information, to third parties evaluating or facilitating the transaction, and to the acquirer of some or all of our business assets; we also may retain a copy of such information.
- Nothing in this Privacy Policy is intended to interfere with our ability to transfer all or part of our business, equity interests, or assets (including the Services or our customer information on a standalone basis) to an affiliate or non-affiliated third party at any time, for any purpose, without any limitation, and without notice or any compensation to you, whatsoever.
- We may disclose and share anonymized or aggregated information about you (information that does not directly and personally identify you) at our discretion.
- In each case when we disclose your information to third parties, your information will become subject to the information use and sharing practices of such third parties, and such third parties will not be restricted by this Privacy Policy with respect to their use and further sharing of your information. To opt-out of our sharing of your information with such third parties, see the Choices about How We Use and Disclose Your Information section.

7. User Contributions

The Services may contain areas, forums, or features that allow you to provide your user contributions to be published or displayed or transmitted to other users of the Services. These user contributions are more fully described and defined as “**Your Content**” in the Terms of Service. Your Content is posted on the Services and transmitted to others at your own risk. For this reason, we recommend that you do not include any sensitive or personally identifiable information about yourself or others in Your Content for

these areas of the Services. Please see our Terms of Service for more information concerning Your Content.

8. Links to Other Websites

The Services will occasionally have links to other websites or properties that are not operated by us. If you visit one of these linked websites or properties, you are then subject to the privacy policies and other policies of the owner of the linked website/property and are no longer protected by our policies. We are not responsible for the contents of those websites and properties and have no control over what information they may or may not collect from you.

9. Data Security

We take reasonable steps to maintain physical, technical and administrative security of your information you provide to us. Although we take these steps to safeguard your information, unfortunately the transmission of information via the internet is not and cannot be made completely secure. Although we do our best to protect your information, we cannot guarantee the security of your information transmitted to our Services. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

In addition, we do not control such websites, digital properties, or security measures of third parties to whom we may transfer your information, including but not limited to your Personal Information

10. 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. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by sending us an email with your request to info@tractorzoom.com.
- **Promotional Offers from the Company.** If you do not wish to have your email address [or other contact information] used by the Company to promote our own or third parties' products or services, you can opt-out by sending us an email stating your request to info@tractorzoom.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, you can opt-out by sending us an email with your request to info@tractorzoom.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.

Residents of certain states, such as California, Nevada, Colorado, Connecticut, Virginia, and Utah may have additional personal information rights and choices. Please see Your State Privacy Rights for more information.

11. Accessing and Correcting Your Information

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

You may also send us an email at info@tractorzoom.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.

Residents of certain states, such as California, Nevada, Colorado, Virginia, and Utah may have additional personal information rights and choices. Please see Your State Privacy Rights for more information.

12. Your Opt-Out Choices.

Postal Mail.

To remove your name and postal address from lists that we sell or rent to third parties for their direct marketing purposes, or to opt-out of receiving marketing offers from us by mail, please send your request to us in a letter addressed to Tractor Zoom Inc., Attn: Opt-Out Postal, at the following address: 7100 Westown Parkway, Suite 100. West Des Moines, Iowa 50266. Please note that if you choose to opt-out of our promotional mailings, you may still receive renewal notices and related offers for any products or services to which you subscribe.

Email.

You can opt-out from any of our email newsletter or commercial email lists and prevent the collection of related email response information by our email service providers by using the unsubscribe link at the bottom of each message and/ or by visiting the Email Preferences page on our sites and updating your preferences. If you no longer want to receive third-party email offers that you requested through our Services, simply follow the advertiser's unsubscribe link or opt-out instructions that should be included in every commercial message you receive. If you wish to disable web beacons in our email messages, turn images "off" in your email client (e.g., Outlook or Outlook Express). Please refer to the settings or options menu in your email client for more information.

Interest-Based Advertising.

We follow the Self-Regulatory Principles for Online Behavioral advertising released by the Digital Advertising Alliance ("DAA") in July 2009. To opt-out of our use of your website viewing data to serve interest-based advertising on third-party websites and email newsletters, visit the DAA's Consumer Choice Page. You can also click on the Ad Choices icon located in the footer of our websites and navigate to the consumer opt-out form. Use the same links to opt-out of the delivery of interest-based advertising on our web sites from the operators of the third-party ad networks we use. Note that you must opt-out separately from each computer or device and browser that you use to access our Services and if you clear your cookies, you will need to repeat the opt-out process. Also note that the preferences you select on the DAA's Consumer Choice Page do not apply to the collection of cross-app data from your mobile device. The DAA offers a separate choice tool for the collection of cross-app data on a mobile device for interest-based advertising and other applicable uses. To exercise choice for companies participating in this choice tool, you can install the DAA's AppChoices app, currently available at <http://youradchoices.com/appchoices>. Please also review the "Mobile App Advertising and Tracking" section below for additional choices.

Most of the third-party advertising and data companies we work with, including DoubleClick and Google also subscribe to the DAA Principles and/or are members of the NAI. To learn more about the information collection practices of NAI members and your related opt-out choices, please visit the NAI's website at <http://optout.networkadvertising.org>. You can opt out of interest-based advertising from Google by visiting the About Google Ads page or permanently opt out of the DoubleClick cookie by installing the DoubleClick opt out extension available on Google's website. For information about Google Analytics' information practices and related opt-out choices, visit <https://tools.google.com/dlpage/gaoptout/>.

Mobile App Advertising and Tracking.

We, our authorized service providers and/or other third-party partners involved in the delivery of advertising you receive through our mobile applications may collect information about your mobile device, including unique anonymous advertising identifiers and the names and IDs of apps you have installed, as well as information about how you use our mobile applications and other unaffiliated applications. We and our partners use this information to enable interest-based advertising you receive through our Services and within third-party apps and other marketing channels. Depending on your device and operating system, you may be able to reset your mobile device's advertising identifier to limit this data collection or prevent the collection of usage data across unaffiliated applications for interest-based advertising purposes by accessing the privacy settings on your mobile device. Each operating system, iOS for Apple devices, Android for Android devices and Windows for Microsoft devices, provides its own instructions. Visit the privacy settings for your mobile device or contact your platform operator for more information. To exercise choice over the companies participating in the DAA's separate choice tool for the collection of cross-app data on a mobile device, download the DAA's AppChoices app, currently available at <http://youradchoices.com/appchoices>.

Precise Device Location Tracking.

If you authorized us and/or our service providers to collect and/or share information about the precise location of your device through a mobile application, you can always withdraw your consent and prevent the further collection and sharing of your precise device location information by accessing your device's location privacy settings. Each operating system, iOS for Apple devices, Android for Android devices and Windows for Microsoft devices, provides its own instructions on how to turn off precise location sharing. Access the privacy settings for your mobile device or contact your platform operator for more information.

Your State Privacy Rights.

(As provided by California Civil Code Section 1798.83)

California residents have the right to request and obtain from us, once a year and free of charge, a list of the third parties to whom we have disclosed certain types of personal information (if any) for their direct marketing purposes in the prior calendar year. At our option, we may respond to such requests by providing instructions about how our users can exercise their options to prevent our disclosure of personal information to third parties for their direct marketing purposes. These instructions are generally set forth above, but, if you are a California resident and prefer that we send you a separate response, please email your request to: info@tractorzoom.com.

To learn more about consumer privacy rights in other states and how to exercise them, visit the following links: Colorado, Connecticut, Utah, and Virginia.

For Canadian Residents.

The Charter of the French Language (Quebec), set out that we must use both English and French to provide services to or communicate with the public. Information provided by entities not subject to the Charter of the French Language is offered in the language provided. Information provided in a language other than English or French is only made available for the convenience of our visitors.

We are committed to ensuring that people with disabilities have equal access to, and can benefit from, all our public-facing services. We believe the accommodation process should be as uncomplicated as possible and respect the dignity and privacy of the client. We strive to build accommodation for clients with disabilities proactively into our processes and practices. If a client wishes to request accommodation for a disability, they can contact us at info@tractorzoom.com. We will either assist the client with making the request or refer the client to the appropriate person.

13. Privacy Policy Regarding Children:

We do not knowingly collect any Personal Information from visitors under the age of 13. We urge parents to regularly monitor and supervise their children's on-line activities. We also ask that if you are under 18 years of age, you have been given permission by a parent or guardian to access the website. This website is designed for use by adults residing in the United States. If you are a parent and you discover that your child under the age of 13 provided Personal Information to us, please let us know and we will delete that information from our files.

14. Information Shared:

We may transfer your personal information to our service providers and other third parties located in the United States or elsewhere in the world for the purposes described in this Privacy Policy. Different countries have different privacy laws and requirements, and some, including the United States, provide less legal protection for your personal information than others.

15. Cooperation and Compliance:

This Privacy Policy and any disputes related thereto shall be governed by the laws of the State of Iowa and you consent to the state and federal courts located in Polk County, Iowa as the exclusive venues for resolving any conflicts related to this Privacy Policy, without regard to Iowa's choice of law provisions. You agree that any damages resulting from any breach of this Privacy Policy shall be limited to the total amount paid by you during the last twelve months of all products you have purchased via our websites.

If you wish to access personally identifiable information that we have stored about you, or you have any questions about this Privacy Policy please contact us via mail at:

7100 Westown Parkway

Suite 100

West Des Moines, Iowa 50266

Please also review the Terms of Service.