



## Fastenal Expo Terms and Conditions/ Privacy Statement

***These Terms and Conditions are put into place to cover both an in person AND virtual event.***

***Do Not Forward! This invite is not valid for any other recipient other than the individual who has received it.***

### GENERAL

- I will be at least 21 years of age by the date of any in-person event that I attend hosted by Fastenal.
- If registering after the expo deadline, I understand I may be cancelled from the event.

### COVID OVERVIEW

- Fastenal will continue to follow all Covid guidelines and mandates set forth by the state of Tennessee and the city of Nashville. All attendees must agree to comply with these current mandates if attending.
- Fastenal will not be responsible or liable for viral exposures and any associated costs from such exposures in connection with your participation in and attendance at the event. Attendees acknowledge and understand they are assuming the risk of potential exposure to Covid-19 and other viral exposures by registering and participating in this Event and ALL PARTICIPANTS HEREBY WAIVE AND RELEASE FASTENAL FROM CLAIMS AND LIABILITY RELATED TO THESE EXPOSURES WHILE PARTICIPATING AND ATTENDING THE EVENT.

### GOVERNMENT CUSTOMERS

- If an employee of a government, healthcare, or education-based entity, or receive taxpayer funding that imposes other ethical or fiscal restrictions, you must agree to these terms and conditions in order to attend the event. If there are multiple attendees from an organization, each person will need to agree during the registration process. I confirm that attending the Fastenal Customer Show does not violate our organization's or agencies ethics policies. It is understood that there are fees associated with this

event and understood that Fastenal only will cover these fees if my organization's or agencies ethics policies permit. I can accept Fastenal's offer to cover the costs of the following items without violation of my organization's or agencies policy. **Event Fee** - which will include food and beverage, ground transportation, entertainment, and all event related activities. **Hotel Room** – which includes hotel room rate and tax for the attendee time at the Fastenal Customer Show. (Hotel Room Rates are not applicable for same day travel attendees). **Flight** – which will include a round trip ticket to the event location along with transportation from the airport to the hotel/conference center. (Please note that transportation or any other charges to and from the airport the attendee flies from will not be covered by Fastenal).

- If I cannot accept Fastenal's offer to cover the costs; however I am confirming by attending the show I am not in violation of our organization's ethics policy, but wish to pay individually (or all together) for the costs associated please do so through the registration process or contact Fastenal to arrange for payment.
- All individuals attending the "Industrial & Construction Expo" will be expected to maintain a high level of professionalism. This means respect is among the highest principles of this event. Mutual trust, integrity, and respect for yourself, your fellow customers and employees, our suppliers exhibiting at the event, and the city of in which the event is being held. These principles must be upheld by each and every one of us in order to provide a safe and enjoyable time for everyone during the upcoming event.
- Safety and health are important issues. Use care when consuming alcohol and illegal substances are prohibited.
- I confirm that attending the Fastenal Customer Show does not violate our organization's or agencies ethics policies. It is understood that there are fees associated with this event and understood that Fastenal only will cover these fees if my organization's or agencies ethics policies permit. I can accept Fastenal's offer to cover the costs and coordination of the following items without violation of my organization's or agencies policy. **Event Fee** - which will include food and beverage, ground



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transportation, entertainment, and all event related activities. **Hotel Room** – which includes hotel room rate and tax for the attendee time at the Fastenal Customer Show. (Hotel Room Rates are not applicable for same day travel attendees). **Flight** – which will include a round trip ticket to the event location along with transportation from the airport to the hotel/conference center. (Please note that transportation or any other charges to and from the airport the attendee flies from will not be covered by Fastenal).

- If I cannot accept Fastenal’s offer to cover the costs; however I am confirming by attending the show I am not in violation of our organization’s ethics policy, but wish to pay individually (or all together) for the costs associated please do so through the registration process or contact Fastenal to arrange for payment.

## PRIZES

I am aware and accept that Fastenal and/or Fastenal’s suppliers/exhibitors may offer promotional items and/or prizes that advertise their products and brands.

I will follow my organization’s policies on accepting these promotional items and/or prizes.

## PHOTOGRAPHY

- By attending the Fastenal Expo, Fastenal Company will be taking photographs, video scenes and/or audio messages, which may include statements by, testimonials from and images of me or pictorials of attendees (“Published Materials”). These photographs or videotaped pictorials may be used in marketing, advertising, publicity or informational materials that may be published and circulated to the general public by Fastenal Company. Fastenal Company may distribute such Published Materials with written materials or display such images in electronic formats or in other media.
- By attending the Fastenal expo, attendees voluntarily consent to the taking of the photographs, video scenes and audio messages and agree to the circulation or distribution of the Published Materials by Fastenal Company. They hereby waive any rights, claims or privileges with regard to

the use or distribution of Published Materials by Fastenal Company for the purposes noted herein. This authorization will be perpetual, without geographic or time limitations.

## FASTENAL’S PRIVACY STATEMENT

Fastenal is a global, industry leader in OEM and MRO industrial products and services. We receive and maintain customer information that will allow us to best support their accounts, product and service needs. Please read further for the details of our strict Privacy Notification Statement. Maintaining our customer’s privacy is very important to us.

You may withdraw consent at any time by visiting our website [www.fastenal.com](http://www.fastenal.com) > Legal Information > Privacy Statement

## WHAT IS PERSONAL DATA OR DATA?

Personal Data is defined as “any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person”.

## WHAT PERSONAL DATA IS COLLECTED?

The information you provide will be subject to rigorous measures and procedures to minimize the risk of unauthorized access or disclosure.

FASTENAL MAY COLLECT PERSONAL DATA THAT WOULD INCLUDE BUT IS NOT LIMITED TO:

- FULL NAME
- PHONE NUMBER
- EMAIL ADDRESS
- BILL TO ADDRESS
- SHIP TO ADDRESS
- PAYMENT CARD NUMBER, EXPIRATION DATE, ETC.
- IP ADDRESS



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### **HOW WILL MY PERSONAL DATA BE USED**

The personal data provided will be used to assist Fastenal with processing your order, whether it be an online order or direct through a Fastenal store. It will also allow us to provide ongoing support and meet the tracking requirements of your account, ex. inventory usage.

Website usage information may be collected to aggregate statistical information, enhance system administration or to improve the content of the Site. See Cookies section for further detail.

The information we collect through our website will help Fastenal effectively enhance this Site, expand product growth and better serve our customers, which will result in continued customer satisfaction. Fastenal may use the information collected to notify Site visitors of changes to this Site, to notify Site visitors of new products, and for any other legitimate and lawful business purpose.

Transactional information from companies or individuals that purchase products from our Site may be collected and used by Fastenal as a database or to provide subsequent products or services to such parties. Such information includes, but is not limited to, shipping information, credit card holder name and card number/expiration date. This information is considered essential to the performance of online transactions.

To identify the local of users, IP addresses and device identifiers may be used to block disruptive use, establish site use analytics for site improvement or to redirect users to a different site. Ex. If you are accessing the site from Canada, you may be re-directed to [www.fastenal.ca](http://www.fastenal.ca)

### **WHO WILL FASTENAL SHARE YOUR PERSONAL DATA WITH?**

Transactional information from companies or individuals that purchase products from our Site may be collected and used by Fastenal as a database or to provide subsequent products or services to such parties. Such information includes, but is not limited to, shipping information, credit card holder name and card number/expiration date. This information is considered essential to the performance of online transactions.

Fastenal may choose to share information with some specific third parties, such as suppliers, financial institutions, and third party service providers, and with any successor Fastenal interest.

FASTENAL WILL NOT GIVE, SELL OR OTHERWISE TRANSFER E-MAIL ADDRESSES MAINTAINED BY THIS SITE TO ANY OTHER THIRD PARTY FOR THE PURPOSE OF INITIATING, OR ENABLING OTHERS TO INITIATE, ELECTRONIC MAIL MESSAGE IN VIOLATION OF TITLE 15, CHAPTER 103 OF THE UNITED STATES CODE.

Access to your data is limited to Fastenal and is constructed in a way to protect you and your information.

Fastenal may disclose information about any Site visitor in response to subpoenas, investigative requests (with or without subpoena) and other legal process, to uphold Fastenal's legal rights and defend against legal claims.

### **WHAT IS A COOKIE?**

A cookie is a small file stored on your computer by a web site to give the customer a unique ID (a 'Cookie').

### **HOW DOES FASTENAL USE COOKIES?**

Fastenal may use Cookies to track new visitors to this Site and recognize past customers so that Fastenal may customize and personalize Site information.

Cookies used by this Site do not contain any personal data. Fastenal cannot identify a customer unless that information is provided voluntarily.

IF YOU CONFIGURE YOUR COMPUTER TO BLOCK OR ERASE COOKIES, SOME WEBSITE FUNCTIONALITY WILL NOT WORK PROPERLY AND THE USER EXPERIENCE WILL BE DIMINISHED.

### **COOKIES WE USE**

**Necessary Cookies** – These are necessary for the website to work. They must remain active in order to use such features as the shopping cart.



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**Functional Cookies** – These are used in features such as remember me choices (i.e. user name, # of products per page preferences, regional location of the user – shows availability of your closest store, etc.) These are anonymized, personal data is not collected.

**Performance Cookies** – These collect information about which pages visitors go to most often and help us to provide a better user experience, ex. Google Analytics. These are anonymized, personal data is not collected.

### **DO NOT TRACK (DNT)**

DNT is a proposed policy and technology to allow internet users the ability to control the tracking of their online use. As this concept is still being worked on by the World Wide Web Consortium (W3C) along with industry groups, Internet browsers, technology companies and regulators, there is not a DNT technology standard to date.

### **HOW TO BLOCK YOUR BROWSER FROM TRACKING COOKIES**

The following are the browser Fastenal.com currently supports. To disable Cookies in your browser please select one of the below.

- Google Chrome
- Internet Explorer
- FireFox
- Edge
- Safari

### **OFFENSIVE OR INAPPROPRIATE CONTENT ON FASTENAL SITES**

You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, profane or other material that could give rise to any civil or criminal liability under the law. Any material, information or idea you transmit or post on this Site by any means will be treated as non-confidential and non-proprietary.

### **USERS UNDER AGE 18**

If you are a user under age 18, please obtain a parent/ guardian's permission before sharing any personal data with Fastenal.

### **HOW LONG WILL MY PERSONAL DATA BE KEPT?**

We will strive to keep your information accurate and up to date and keep it only for as long as is necessary, according to legal retention periods.

In some instances, the law sets the length of time information must to be kept. When possible, Fastenal will use its discretion to ensure that we do not keep records outside of our normal business requirements.

### **UPDATES TO FASTENAL'S PRIVACY STATEMENT**

As Fastenal's Privacy Notification Statement may be periodically updated, it is suggested to review it on occasion, or before submitting personal data in the future.

### **IF YOU ARE A California Resident Please Read Below For Further Details on the California Consumer Privacy Act of 2018.**

This Privacy Policy applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this policy to comply with the California Consumer Privacy Act of 2018 (CCPA). Any terms defined in the CCPA have the same meaning when used in this policy.

This policy applies to information we collect:

- Through Fastenal's supply solutions: Vending, Onsite, Integrated supply, BinStock and E-Business.
- Through Fastenal's employment application and hiring process
- Customer Trade Show and Employee Expo
- In email, text, and other electronic messages between you and the websites.



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- When you interact with our social media pages, such as Facebook or Instagram (including in connection with promotion and giveaway activates within our pages).

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it.

### Information We Collect

Collected Category of Personal Information Collected	How Fastenal Receives this Data
<b>Identifiers</b> , such as your name, address, phone number, email address, date of birth or other similar identifiers.	<ul style="list-style-type: none"> <li>• Directly from you</li> <li>• Our business partners and affiliates</li> <li>• Third parties you direct to share information with us</li> <li>• Social networks</li> </ul>
<b>California Customer Records</b> (Cal. Civ. Code § 1798.80(e)), such as birthdate, contact information and payment information.	<ul style="list-style-type: none"> <li>• Directly from you</li> <li>• Our business partners and affiliates</li> <li>• Third parties you direct to share information with us</li> <li>• Social networks</li> <li>• Data sellers</li> </ul>
<b>Commercial Information</b> , such as shopping and purchase history.	<ul style="list-style-type: none"> <li>• Directly from you</li> <li>• Your browser or device</li> </ul>
<b>Internet/Network Information</b> , such as device information, logs and analytics data.	<ul style="list-style-type: none"> <li>• Your browser or device</li> </ul>
<b>Geolocation Data</b> , such as precise location information from your device or generated based on IP address.	<ul style="list-style-type: none"> <li>• Your browser or device</li> </ul>

Collected Category of Personal Information Collected	How Fastenal Receives this Data
<b>Sensory Information</b> , such as recordings of phone calls with us, where permitted by law.	<ul style="list-style-type: none"> <li>• Directly from you</li> </ul>
<b>Biometric Data</b> , such as fingerprints used for time clocks, where permitted by law.	<ul style="list-style-type: none"> <li>• Directly from you</li> </ul>
<b>Profession/Employment Information</b> , such as your company information and, for applicants, your employment history.	<ul style="list-style-type: none"> <li>• Directly from you</li> <li>• From our customers</li> </ul>
<b>Non-Public Education Information</b> (20 U.S.C. § 1232g, 34 C.F.R. Part 99), such as educational history, degree (for applicants)	<ul style="list-style-type: none"> <li>• Directly from you</li> <li>• Third parties you direct to share information from us</li> </ul>
<b>Other Personal Information</b> , including information you post on our social media pages or otherwise provide to us	<ul style="list-style-type: none"> <li>• Directly from you</li> <li>• Third parties you direct to share information from us</li> <li>• Your browser or device</li> </ul>
<b>Inferences</b> , such as predictions about your interests and preferences.	<ul style="list-style-type: none"> <li>• Your browser or device</li> <li>• Information generated or derived from your online browsing and usage activity</li> </ul>

### USE OF PERSONAL INFORMATION

Fastenal may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfil or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide, support, personalize, and develop our Websites, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Websites, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our Websites, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Websites, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.



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- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Abacus Health Product, Inc.'s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Abacus Health Product, Inc. about our Website users is among the assets transferred.

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).

### **SHARING YOUR PERSONAL INFORMATION**

Fastenal **does not** sell, share, rent or trade User Personal Information with third parties for their commercial purposes.

### **YOUR RIGHTS AND CHOICES**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **ACCESS TO SPECIFIC INFORMATION AND DATA PORTABILITY RIGHTS**

You have the right to request that Fastenal Company disclose certain information to you about our collection and use of your personal information over the past 12 months. Your access rights under the CCPA are not absolute. Specifically, the CCPA limits the information you can request to personal information collected in the 12-month period preceding our receipt of the request. Additionally, under the CCPA, Fastenal is not obligated to respond to requests for access to personal information more than twice in a twelve (12) month period.

Fastenal may, in its sole discretion, choose to provide personal information in response to a consumer's access request that relate to a time period greater than the preceding 12 months or respond to a consumer request more frequently than required by law; choosing to do so, however, does not constitute an obligation to do so.

Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights), we will disclose to you:

### **DELETION REQUEST RIGHTS**

You have the right to request that Fastenal Company delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech - ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).



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6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **EXERCISING ACCESS, DATA PORTABILITY, AND DELETION RIGHTS**

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Phone number: 877-507-7555
- Email: data\_privacy@fastenal.com

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

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 the personal information relates to you.

Only you or someone legally authorized to act on your behalf may make a verifiable consumer request related to your personal information. Your request must:

- I. Provide sufficient information that allows us to verify you are the person about whom we collected personal information or an authorized representative.
- II. Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Generally, requests submitted through your Fastenal account will be considered sufficiently verified when the request relates to personal information associated with that specific account. However, if you have not created, or no longer have access to your Fastenal account, we may request additional materials or information for the purposes of validating the authenticity of your request.

Fastenal will use the information provided in connection with a verification request solely for the purposes of verification. We cannot effectuate your request if we are unable to verify your identity or authority to make the request and confirm that the personal information relates to you.

There may be other situations where Fastenal is unable or not required to effectuate your rights request. In such circumstances, Fastenal will respond to your request within the period required by the CCPA. The response will provide relevant details regarding Fastenal's determination and any additional, pertinent information about your request.

### **RESPONSE TIMING AND FORMAT**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability



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requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **NON-DISCRIMINATION**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

### **CHANGES TO OUR PRIVACY NOTICE**

Fastenal reserves the right to amend this privacy Notice at our discretion and at any time. When we make changes to this privacy Notice, we will post the updated Notice on the Websites and update the Notice's effective date. Your continued use of our Websites following the posting of changes constitutes your acceptance of such changes.

### **CONTACT INFORMATION**

If you have any questions or comments about this policy, the ways in which Fastenal Company collects and uses your information described above, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at 877-507-7555 or email [data\\_privacy@fastenal.com](mailto:data_privacy@fastenal.com).

We strongly encourage you to use this email to ensure the most efficient handling of your submission. Please do not use this email to report technical problems or to raise other issues that are not directly related to data privacy or this Privacy Statement.

**IF YOU ARE A CITIZEN UNDER THE GENERAL DATA PROTECTION REGULATION (GDPR in Europe) or FEDERAL PERSONAL DATA LAW (Mexico), PLEASE READ BELOW FOR FURTHER DETAILS.**

### **HOW DO I FIND OUT WHAT PERSONAL DATA FASTENAL HOLDS ABOUT ME?**

To receive a list of what personal data/information is being processed, please email [data\\_privacy@fastenal.com](mailto:data_privacy@fastenal.com) and request the **SUBJECT ACCESS REQUEST FORM**. You will receive a confirmation of receipt of your request within 72 hours. The information requested in the **SUBJECT ACCESS REQUEST FORM** must be provided, along with proof of identity. The copy of personal data will be provided within one month after the fulfilled Subject Access Request form has been submitted. Should additional information be required in order to identify the data subject within our systems, it may take longer to fulfill this request.





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### **DELETING PERSONAL DATA**

You have the Right to Erasure ('Right to be Forgotten'), Art. 17 GDPR, and thus have your data removed from our database, excluding circumstances where Fastenal is required to retain this to meet our legal obligations as a business and proof of transactions. To have your personal data removed from our database, please email [data\\_privacy@fastenal.com](mailto:data_privacy@fastenal.com) and request the **DATA SUBJECT CONSENT WITHDRAWAL FORM**.

### **CONTACTING FASTENAL ABOUT THIS PRIVACY NOTIFICATION STATEMENT**

Should you have any questions or concerns, please contact [data\\_privacy@fastenal.com](mailto:data_privacy@fastenal.com).

### **MOBILE APP DATA**

Fastenal uses an optional Eventbase Mobile App to power features such as session recommendations, notifications, and to improve your conference experience. This app collects location data to enable you to find your location in the in-app maps, even when the app is closed or not in use. All data on the app is securely stored in accordance with the Eventbase Privacy Policy which can be viewed at <https://www.eventbase.com/privacy-policy>.