



7300 SW 44<sup>th</sup> St  
Oklahoma City, OK 73179  
405-745-6000

## The Climate Control Group, Inc. Privacy Policy

EFFECTIVE DATE: January 3, 2025

### PLEASE READ CAREFULLY BEFORE USING THIS SITE

As used herein, the term Website, or Site, shall refer to any internet site owned and managed by The Climate Control Group, any affiliates or subsidiaries thereof, or its' parent company. The Climate Control Group and/or its' subsidiaries, parent company, affiliates, all and singularly hereinafter "Company" owns this Website ("Site"), all materials and content contained herein ("Materials"), and any other Site which is controlled and directed by Company. Your use of the Site is an acknowledgement that you have read and agree to the Terms and Conditions contained herein ("Agreement"). If you do not agree to these Terms and Conditions, do not use the Site or download any materials from the Site.

The Company works to continually improve its products. As a result of the Company's innovations, the designs and specifications of each product at the time of order may be changed without notice and may not be as described herein. Please contact the Company at [privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com) for specific product information. The performance and cost savings associated with the Company's products vary widely due to local weather and environmental conditions, user preferences and settings, user product care and handling, and utility rates, among other reasons. Statements and other information contained herein are not warranties and do not form the basis of any bargain between the parties, but are merely the Company's opinion or commendation of its products.

Site is provided by the Company and may be used for informational purposes only. By using the Site or by downloading or using of the Materials from the Site, you agree to abide by the Terms and Conditions set forth herein.

### LIMITED LICENSE

Subject to the terms stated in this Agreement, the Company grants you a nonexclusive, nontransferable, limited right to access, use and display Site and the Materials thereon. You agree not to interrupt or attempt to interrupt the operation of the Site in any way.

The Company authorizes you to view and download the downloadable Materials. This authorization is not a transfer of title in the Materials nor is it a transfer of title in any copies of the Materials and is subject to the following restrictions:

You must retain, on all copies of the Materials downloaded, all copyright and other proprietary notices contained in the Materials.

You may not modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose.

You must not transfer the Materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these Terms and Conditions.

You agree to abide by all additional restrictions displayed on the Site as it may be updated from time to time. Site, including all Materials, is copyrighted and protected by worldwide copyright laws and treaty provisions.

You agree to comply with all worldwide copyright laws in your use of Site and to prevent any unauthorized copying of the Materials or Site.

Except as expressly provided herein, the Company does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information.

### **DISCLAIMER**

THE MATERIALS MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. THE COMPANY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. THE COMPANY MAY MAKE ANY OTHER CHANGES TO THE SITE, THE MATERIALS AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE. THIS SITE, THE INFORMATION AND MATERIALS ON THE SITE, AND THE SOFTWARE MADE AVAILABLE ON THE SITE, ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **THIRD PARTY SITES**

As a convenience to you, the Company may provide, on the Site, links to websites operated by other entities ([our policies directly applicable to Linking may be found here.](#)) If you use these sites, you will leave our Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. The Company makes no warranty or representation regarding, and does not endorse, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that the Company or our Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is

authorized to use any trademark, trade name, logo or copyright symbol of the Company or any of its affiliates or subsidiaries.

### **LIMITATIONS OF DAMAGES**

IN NO EVENT SHALL THE COMPANY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS, AND FUNCTIONS OF THE SITE OR ANY LINKED WEBSITE, EVEN IF THE COMPANY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **CHANGES**

The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such change is posted. Your continued use of the Site after any changes to this Agreement are posted will be considered acceptance of those changes.

The Company may terminate, change, suspend or discontinue any aspect of the Company Site, including the availability of any features of the Site, at any time. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. The Company may terminate the authorization, rights and license given above and, upon such termination, you shall immediately destroy all Materials.

### **INTERNATIONAL USERS AND CHOICE OF LAW**

This Site is controlled, operated and administered by the Company from its offices within the United States of America. The Company makes no representation that materials at this Site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the Materials in violation of U.S. export laws and regulations. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws. These Terms and Conditions of use shall be governed by the laws of the State of Oklahoma, without giving effect to its conflict of laws provisions. This Agreement constitutes the entire agreement between the Company and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. (This is on the bottom of every website.)



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This work is the property of the Company. It may only be reproduced, disclosed or distributed for use with written authorization from the Company and provided that the proper trademark and copyright notice is included on all copies. Any unauthorized reproduction, disclosure or distribution of copies by any person of any portion of this work may be a violation of the Copyright and Trademark laws of the United States of America and other countries.

The Company works continually to improve its products. As a result, the design and specifications of each product at the time of order may be changed without notice and may not be as described herein. Please contact the Company's at the Contact Us page for specific information on the current design and specifications. Statements and other information contained herein are not express warranties and do not form the basis of any bargain between the parties but are merely the Company's opinion or commendation of its products. The only warranty given by the Company is that warranty expressly stated and limited in the Company's Limited Express Warranty, available upon request.

## **CONTACT US**

If you have any questions about this Privacy Policy, please contact us:

### **By mail:**

The Climate Control Group, Inc.

**Attn: WebSite Administrator / Privacy Policy**

7300 SW 44<sup>th</sup> St

Oklahoma City, OK 73179

### **Email:**

[privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com)

## **PRIVACY POLICY**

Our Privacy Policy describes the information collects about you, how we use and share that information, and the privacy choices we offer. Please read the following to learn more about our Privacy Policy. This Privacy Policy applies to information we collect off-line and through any of our Websites, mobile applications, other online products and services and various off-line sales and marketing events we conduct and/or sponsor (collectively and singularly "Applicable Privacy Policy Services" a/k/a APPS) and does not apply to our collection of non-personal information from other sources. Company is committed to protecting personal information you may provide us by utilizing our Services.

## **INFORMATION YOU PROVIDE AND WE COLLECT**

Company collects both personal information you provide on this Site, and automatically-collected information that does not directly identify you.

**1. Personal information** includes any information that may be used to specifically identify or

contact you, such as your name, mailing address, phone number, email, including information that can identify, relate to, describe, be associated with, or be reasonably capable of being associated with a consumer or household, which may have been received by us when requesting information or technical help, or when registering for certain information, warranty, or events both on- and off-line. When you contact us by telephone, we will collect the information you provide over the telephone. We will also collect information you provide in product registration card submissions.

**2. Non-personal information** can include certain personal information that has been de-identified. We obtain non-personal information about you from information that you provide us, either separately or together with your personal information. We also automatically collect certain personal information from you when you access our Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Site. We may also collect information about your computer and internet connection, specifically your IP address, operating system, and browser type. The information we automatically collect is used to estimate our audience size and usage patterns; store information about your preferences, allowing us to customize our Site according to your individual interests; speed up your searches; and recognize you when you return to our Site. Data we collect automatically, which may not be personal information, is treated as personal information when it is attached to other personal information. Specific information may include, among other things, IP addresses, the type of browser you are using (e.g., Internet Explorer, Safari, Chrome, etc.), the Services from which your visit originated, the operating system you are using, the domain name of your Internet service provider, the search terms you use on our Services, data that tracks the specific web pages you visit, and the duration of your visits.

## OTHER USES & INFORMATION

We use your Personal Information to provide you with the services you request as well as for analytical and marketing purposes, such as confirming, sending, and tracking your order or account registration; communicating with you about your order or account registration; analyzing preferences, trends, and statistics; informing you of our new products, services, and offers; and providing you with other information from and about us including personalized marketing communications. Such collection and uses include:

**1. IP Addresses:** An IP address is a number that is automatically assigned to your computer whenever you are surfing the Internet. Web servers (computers that "serve up" web pages) automatically identify your computer by its IP address. When visitors request pages from our Services, our servers typically log their IP addresses. We collect IP addresses for purposes of system administration, to report aggregate information to others, and to track the use of our Services. It is not our practice to link IP addresses to anything personally identifiable; that is, the visitor's session will be logged, but the visitor remains anonymous to us. However, we reserve the right to use IP addresses to identify a visitor when we feel it is necessary to enforce compliance with our Services rules or to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our

Services, or other users; or (d) in an emergency to protect the health and safety of our Service users or the general public.

**2. Cookies, etc.:** "Cookies" are small text files from a website and/or mobile device that are stored on your hard drive and/or other storage device. These text files make using our Services more convenient by, among other things, saving your passwords and preferences for you. We may analyze the information derived from these cookies and other technological tools we employ (such as clear gifs/web beacons) and match this information with data provided by you or another party. We may provide our analysis and certain non-personal information to third parties (who may in turn use this information to provide advertisements tailored to your interests), but this will not involve disclosing any of your personal information. Please note that advertisers that serve advertisements on our Services may also use their own cookies and other technological tools that are subject to the advertiser's privacy policies, not this Privacy Policy.

**3. Email Communications:** If you send us an email with questions or comments, we may use your personal information to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non-public personal information, such as passwords, social insurance/security numbers, or bank account information, to us by email. However, aside from our reply to such an email, it is not our standard practice to send you email unless: i) you request a particular service or sign up for a feature that involves email communications; ii) it relates to purchases you have made with us (e.g., product updates, customer support, etc.); iii) we are sending you information about our other products and services; or iv) you consented to being contacted by email for a particular purpose. In certain instances, we may provide you with the option to set your preferences for receiving email communications from us; that is, agree to some communications but not others.

## **DISCLOSURE TO OUTSIDE PARTIES**

We do not sell, trade, or transfer your personal information to third parties, except in the circumstances described below.

### **Inquiries and Communication**

We share your personal information with our Network including but not limited to, Manufacturers Representatives, Distributors, Dealers/Contractors, Engineers, Architects, and Drillers in order to better serve your specific needs, requests, inquiries, and other customer service communications. We consider this information private and make every attempt to protect and limit how it is used and disclosed. If you do not wish to have this information shared, or if you want to inform us that you do not wish to receive additional information from Company, please contact Company's Privacy Compliance Officer at [privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com).

### **Third Party Service Providers**

We share your personal information with our vendors and other third-party service providers that help us provide our Services, support features on our Site, or otherwise market our Services to consumers. These service providers are responsible for their own compliance with data protection laws.

## **Legal Requirements and Business Transfers**

We may disclose personal information: (i) if we are required to do so by law, legal process, statute, rule, regulation, or professional standard, or to respond to a subpoena, search warrant, or other government official requests; (ii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss; (iii) in connection with an investigation of a complaint, security threat, or suspected or actual illegal activity; (iv) in connection with an internal audit; or (v) in the event that Company is subject to mergers, acquisitions, joint ventures, sales of assets, reorganizations, divestitures, dissolutions, bankruptcies, liquidations, or other types of business transactions. In these types of transactions, personal information may be shared, sold, or transferred, and it may be used subsequently by a third party.

## **THIRD-PARTY ADVERTISING AND ANALYTICS**

We may allow third parties to serve advertisements in connection with the use of our Services and to provide analytics services. We have implemented Display Advertising and Remarketing with Google Analytics to advertise online. We and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie), web beacons, and other technologies to collect information, such as your IP addresses, identifiers associated with your mobile device or applications on the device, the browsers you use to visit our Site, pages viewed, time spent on pages, links clicked, and conversion information. Together, this information may be used by Company. and other companies to inform, optimize, and serve ads based on someone's past visits to our Site, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests, and better understand your usage. This Privacy Policy does not apply to, and we are not responsible for, third-party cookies, web beacons, or other tracking technologies, and we encourage you to check the privacy policies of these third parties to learn more about their privacy practices. For more information about targeted advertising specifically, or to opt out of having your browser information used for these purposes, please visit:

- Google Analytics opt-out browser add-on (<https://tools.google.com/dlpage/gaoptout/>);
- <http://www.aboutads.info/choices>
- [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp)

## **YOUR CHOICES ABOUT YOUR PERSONAL INFORMATION**

### **Cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our Site in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better Site experience, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies.

The table below lists the cookies we collect, the purpose and related third-party.

### Single Session (Tier 1) Cookies

Websites	Purpose	Vendor Involved in Cookie Placement	Alternative (If you disable cookies)
<a href="http://ccgi-hvac.com">ccgi-hvac.com</a> <a href="http://climatemaster.com">climatemaster.com</a> <a href="http://climatecraft.com">climatecraft.com</a> <a href="http://iec-okc.com">iec-okc.com</a> <a href="http://climacoolcorp.com">climacoolcorp.com</a> <a href="http://koax.com">koax.com</a> <a href="http://thermaclime.com">thermaclime.com</a>	<ul style="list-style-type: none"> <li>Tracking user activity within a session</li> <li>Identifying sessions</li> <li>Collecting user behavior data</li> <li>Improving website performance and user experience</li> <li>Tracking user conversions</li> </ul>	Google	n/a
<a href="http://ccgi-hvac.com">ccgi-hvac.com</a> <a href="http://climatemaster.com">climatemaster.com</a> <a href="http://climatecraft.com">climatecraft.com</a> <a href="http://iec-okc.com">iec-okc.com</a> <a href="http://climacoolcorp.com">climacoolcorp.com</a> <a href="http://koax.com">koax.com</a> <a href="http://thermaclime.com">thermaclime.com</a>	<ul style="list-style-type: none"> <li>Tracking visitor sessions</li> <li>Enabling features for logged-in visitors</li> <li>Personalizing user experience</li> <li>Form submission tracking</li> <li>Tracking traffic sources</li> <li>Session analytics and reporting</li> <li>Live chat and customer support tools</li> <li>Security and fraud protection</li> </ul>	HubSpot	n/a



### Persistent/Multi-Session (Tier 2) Cookies

Websites	Purpose	Vendor Involved in Cookie Placement	Alternative (If you disable cookies)
<a href="http://ccgi-hvac.com">ccgi-hvac.com</a> <a href="http://climatemaster.com">climatemaster.com</a> <a href="http://climatecraft.com">climatecraft.com</a> <a href="http://iec-okc.com">iec-okc.com</a> <a href="http://climacoolcorp.com">climacoolcorp.com</a> <a href="http://koax.com">koax.com</a> <a href="http://thermaclime.com">thermaclime.com</a>	<ul style="list-style-type: none"> <li>Identifying returning users</li> <li>Storing user preferences</li> <li>Tracking and analyzing long-term user behavior</li> <li>Measuring campaign performance</li> <li>User attribution and conversion tracking</li> </ul>	Google	n/a
<a href="http://ccgi-hvac.com">ccgi-hvac.com</a> <a href="http://climatemaster.com">climatemaster.com</a> <a href="http://climatecraft.com">climatecraft.com</a> <a href="http://iec-okc.com">iec-okc.com</a> <a href="http://climacoolcorp.com">climacoolcorp.com</a> <a href="http://koax.com">koax.com</a> <a href="http://thermaclime.com">thermaclime.com</a>	<ul style="list-style-type: none"> <li>Identifying returning visitors</li> <li>Tracking leads and contact information</li> <li>Personalizing content and marketing</li> <li>Tracking analytics and conversions</li> <li>Storing user preferences</li> <li>Live chat context and continuity</li> <li>Tracking traffic sources and attribution</li> <li>Security and fraud protection</li> </ul>	HubSpot	n/a

Most web browsers automatically accept cookies, but you can change your browser's settings to disable all or certain cookies if you wish. Please note that by disabling or deleting cookies, you may not be able to access the full functionality of our Services. Disabling or clearing cookies also may affect cookie-based opt-outs by either preventing you from using such cookie-based opt-outs or clearing opt-outs that you previously set.

## **Email**

You may "opt out" of receiving future commercial email communications from us by clicking the "unsubscribe" link included at the bottom of any commercial emails we send; provided, however, we reserve the right to send you transactional emails such as customer service communications.

## **Do Not Track**

Because there currently is not an industry or legal standard for recognizing or honoring Do Not Track ("DNT") signals, we do not respond to them at this time. Our web processing recognizes opt-out preference signals that you set on your browsing technology.

## **LOCATION OF OUR SITE**

Our Site services may be hosted abroad in some cases and operated in the United States. We and our service providers may store information about individuals in the United States, or we may transfer it to, and store it within, other countries.

Visitors from jurisdictions outside the United States visit us at their own choice and risk. If you are not a resident of the United States, you acknowledge and agree that we may collect and use your personal information outside your home jurisdiction, and that we may store your personal information in the United States or elsewhere. Please note that the level of legal protection provided in the United States from which you may access our Sites may not be as stringent as that under privacy standards or the privacy laws of other countries, possibly including your home jurisdiction.

## **RETENTION OF YOUR PERSONAL INFORMATION**

We will keep your personal information for the period necessary to fulfil the purposes described in this Privacy Policy, unless a longer retention period is permitted or as required for our business purposes or by law.

## **SECURITY OF YOUR PERSONAL INFORMATION**

We have implemented reasonable physical, technical, and administrative security standards to protect personal information from loss, misuse, alteration, or destruction. Unfortunately, however, no data transmission over the Internet can be guaranteed to be 100% secure. We strive to protect your personal information against unauthorized access, use or disclosure, using security technologies and procedures, such as encryption and limited access.

We urge you to keep any password that you establish with us in a safe place and not to divulge it to anyone. Also remember to log off your account and close your browser window when you have finished your visit. This is to ensure that others cannot access your account, especially if you are sharing a computer with someone else or are using a computer in a public place.



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## CHILDREN

Our Services are not directed to or targeted to individuals under 18 years of age. No one under age 18 is permitted to provide any information to or on our Site. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on our Site or on or through any of its features, including your name, address, telephone number, or e-mail address. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about an individual under 18, please contact us at [privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com).

## LINKS TO OTHER SITES

These Services may contain links ([our linking policy can be found here](#)) to other sites such as those in our Network, which are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other sites. Such links do not imply an endorsement with respect to any third party, any website, or the products or services provided thereby. Privacy policies on such linked websites may be different from our privacy policy. You should always read the privacy policy of a linked website before disclosing any of your information on such website. This privacy statement applies only to information collected by our Services.

## THIS ONLY APPLIES TO CALIFORNIA RESIDENTS –

### Your California and Other State Privacy Rights

Certain state laws permits residents to request certain details about information we disclose to third parties for direct marketing purposes. If you would like to request this information, please contact us at the address listed below. Please note you are limited to one request per calendar year. In your request, please attest to the fact of your current state of residence.

Company makes the following disclosures regarding the personal information Company has collected within the last 12 months:

Category of Personal Information	Category of Source from Which Data is Collected	Purpose of Collection	Category of Third Parties to Whom Data is Disclosed
Lead information such as product interests, timeline for purchase, and product accessories preferences	Directly from consumers	To provide to our Network in order to market and sell our products	Our Network and other Service Providers

Contact information such as name, e-mail address, zip code	Directly from consumers	To provide to our Network in order to market and provide our Services; to process warranties and rebates; to contact our end user customers	Our Network and other Service Providers
Automatically collected information such as IP address, browser type, and device type	Directly from consumers, device analytics monitors, cookies and other tracking technologies	To analyze and track service and product usage data; to determine the popularity of certain content; to deliver advertising and content targeted to user interests	Service Providers

Company has not sold consumers’ personal information in the twelve (12) months preceding the Effective Date of this Privacy Policy. However, we do allow certain third-party advertising partners to collect information about the users of our Service for the purposes of serving ads that are more relevant, for ad campaign measurement and analytics, and for fraud detection and reporting. This activity can be considered a “sale” under California law.

We do not sell Personal Information to or share with third parties. Under various state laws, you may have the right to know, correct, delete, opt-out and/or limit the use of your personal information. You may make such requests via the methods posted below.

If you are a California resident, pursuant to the California Consumer Protection Act (CCPA), you have the right to request:

- the categories of personal information Company has collected about you;
- the categories of sources from which your personal information is collected;
- the business or commercial purpose of collecting or selling your personal information;
- the categories of third parties with whom Company shares your personal information;
- the specific pieces of personal information Company has collected about you;
- the categories of personal information that Company has sold about you and the categories of third parties to whom the personal information was sold, if applicable;
- deletion of your personal information; and
- an opt out of having your personal information disclosed or sold to third parties.

To submit a request, or designate an authorized agent to make a request under the CCPA on your behalf, please contact us at [privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com). To verify your identity when you submit a request, we will match the identifying information you provide us to the personal information we have about you. If you have an account with us, we will also verify your identity

through our existing authentication practices for your account.

Company will not be required to comply with your request to delete your personal information if it is necessary for Company to maintain your personal information in order to:

- complete the transaction for which the personal information was collected, provide a good or service requested by you, or reasonably anticipated within the context of Company ongoing business relationship with you, or otherwise perform a contract between you and Company;
- detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- debug to identify and repair errors that impair existing intended functionality;
- exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- comply with the California Electronic Communications Privacy Act pursuant to Chapter 3.6 (commencing with Section 1546) of Title 12 of Part 2 of the Penal Code;
- 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 Company deletion of the information is likely to render impossible or seriously impair the achievement of such research, if you have provided informed consent;
- to enable solely internal uses that are reasonably aligned with your expectations based on your relationship with Company;
- comply with a legal obligation; or
- otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Company will not discriminate against you in the event you exercise any of the aforementioned rights under CCPA, including, but not limited to, by:

- denying goods or services to you;
- charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
- providing a different level or quality of goods or services to you; or
- suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

This Policy is available to consumers with disabilities. To access this Policy in an alternative downloadable format, please [click here](#).

## **THIS SECTION ONLY APPLIES TO INDIVIDUALS IN THE EUROPEAN UNION –**

### **Your EU Privacy Rights**

Additional information for individuals who submit personal information to our Site from within the European Economic Area (“EAA”)

In addition to the aforementioned information, the following information applies to any individual located in the EEA. For the purposes of this section, any defined terms have the meaning under the European Union's General Data Protection Regulation (“GDPR”) and its United Kingdom equivalent (“UK-GDPR”). THE CLIMATE CONTROL GROUP, INC. and its corporate affiliates, each in its own capacity, acts as a “Data Controller” under the GDPR. THE CLIMATE CONTROL GROUP, INC.’s headquarters is located in the United States at: 7300 SW 44th St, Oklahoma City, OK 73179.

## **LEGAL BASIS OF PROCESSING**

In this section, we identify the lawful ground we rely on for processing Personal Data.

### **Consent**

If THE CLIMATE CONTROL GROUP, INC. relies on consent for the processing of personal information, we will provide transparent notice of the purposes for which we seek such consent at the time we collect your personal information.

If THE CLIMATE CONTROL GROUP, INC. wishes to process any special categories of personal information as set out in Article 9(1) of the GDPR or UK-GDPR, THE CLIMATE CONTROL GROUP, INC. may obtain your explicit consent for such processing.

### **Contractual Necessity**

THE CLIMATE CONTROL GROUP, INC. processes personal information to fulfill our contracts with our business partners and service providers, such as for rendering payment or communicating with health care professionals or consultants.

### **Legal Obligation**

THE CLIMATE CONTROL GROUP, INC. may process personal information as specifically required by applicable legal obligations, such as laws and regulations that require THE CLIMATE CONTROL GROUP, INC. to process personal information for purposes of obtaining regulatory approvals and making transparency disclosures.

### **Public Interest**

THE CLIMATE CONTROL GROUP, INC. may process personal information for scientific or historical research purposes, or statistical purposes in the public interest, as authorized by applicable law.

If THE CLIMATE CONTROL GROUP, INC. wishes to process any special categories of personal information as set out in Article 9(1) of the GDPR or UK-GDPR, it may do so when necessary for scientific research purposes, medical diagnosis, or the protection of vital interests.

### **Legitimate Interests**

THE CLIMATE CONTROL GROUP, INC. may process personal information subject to its own legitimate interests, such as to facilitate treatment; to schedule appointments; to offer support

programs; to offer community initiatives; to promote scholarly research; to develop, administer and support research; to operate, evaluate and improve our business; to process donations; to support our recruitment activities; to process job applications; or to facilitate a sale of assets or merger or acquisition.

It may be also necessary for THE CLIMATE CONTROL GROUP, INC. to process personal information to establish, exercise or defend against fraud, illegal activity, and claims and other liabilities, including by enforcing the terms of use that govern the services we provide.

### **Compatible Purposes**

THE CLIMATE CONTROL GROUP, INC. may also process personal information for purposes that are compatible with those described above. Such purposes may include scientific research.

### **DATA RETENTION**

We retain personal information for as long as is necessary to accomplish the purposes set out in this Privacy Policy, unless a longer period is required under applicable law or is needed to resolve disputes or protect our legal rights.

The criteria used to determine the period for which personal information about you will be stored varies depending on the legal basis under which we process such personal information:

#### **Consent**

For the period of time necessary to fulfill the underlying agreement with you, subject to your right, under certain circumstances, to have certain personal information about you erased (see Data Subject Rights below).

#### **Contractual Necessity**

For the duration of the contract plus some additional limited period of time that is necessary to comply with law or that represents the limitation period for legal claims that could arise from the contractual relationship.

#### **Legal Obligation**

For the duration of time that we are legally obligated to keep the information. Public Interest for the period of time necessary to fulfill the purposes of the business process in the public interest and for any period of time that may be required to document the public interest or business process under applicable law.

#### **Legitimate Interests**

For a reasonable period of time based on the particular interest, taking into account the fundamental interests and the rights and freedoms of the Data Subjects.

We may face any threat of legal claim and in that case, we may need to apply a "legal hold" that retains information beyond our typical retention period. In that case, we will retain the

information until the hold is removed, which typically means the claim or threat of claim has been resolved.

### **Transfer of Personal Data Outside of the EEA**

THE CLIMATE CONTROL GROUP, INC. processes your personal information in the United States, which does not provide the same level of data protection as the EEA. Where your Personal Data is processed by THE CLIMATE CONTROL GROUP, INC. or third parties outside of the EEA, we will ensure that appropriate safeguards are in place to adequately protect your Personal Data, as required by applicable law, if the recipients are not located in a country with adequate data protection (as determined by the European Commission). Such safeguards may include the execution of standard contractual clauses; consent of the individual to whom the personal information pertains; or other safeguards permitted by applicable EEA requirements.

### **GDPR and UK-GDPR Data Subject Rights**

Under the GDPR and UK-GDPR, in certain circumstances, an EEA-resident Data Subject has certain individual rights with respect to the personal information that we hold about them. You are entitled, under certain conditions, to obtain the personal data related to you in a structured, widely used, machine-readable format and to transfer this data to another controller (data portability). Please send these types of requests to us via [privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com). In particular, you may also have the right to:

- Request access to any data held about you;
- Ask to have inaccurate data amended;
- Request data held about you to be erased, provided the data is not required by THE CLIMATE CONTROL GROUP, INC. to perform a contract, protect its rights, interests or those of a third party, defend against a legal claim or to comply with applicable laws or regulations;
- You are also entitled to object to and request limitation of the processing of your personal data and to request deletion of your personal data.
- Prevent or restrict processing of data which is no longer required; and
- Request transfer of appropriate data to a third party where this is technically feasible.

Additionally, in the circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific purpose at any time. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

To exercise any of these rights, please contact us using the contact details set out under the "Contact Us" heading below. As a resident of the EEA, you are also entitled to direct any complaints in relation to our processing of your personal information to your national or local data protection authority (i.e., your Supervisory Authority).





7300 SW 44<sup>th</sup> St  
Oklahoma City, OK 73179  
405-745-6000

## **POLICY CHANGES**

We reserve the right to update this Privacy Policy at any time. When we update this policy, we will revise the "Effective Date" date above and post it to our Site. If material changes are made, we will place a prominent notice on our Site for at least 30 days prior to the change taking effect, or, for current customers or others with whom we have a business relationship, we will communicate with you directly by email. The new privacy policy will apply to all current and past users of our Site and will replace any prior inconsistent privacy policies.

*If you have any questions regarding our privacy policy, please contact us.*

THE CLIMATE CONTROL GROUP, INC.

**Attn: Privacy Department**

Email: [privacy@climatecontrolgroup.com](mailto:privacy@climatecontrolgroup.com)