

CowboySmart® Privacy Policy

Last Updated: October 8, 2019

This Privacy Policy (this "**Privacy Policy**") explains how CowboySmart, LLC, a Kansas limited liability company (referred to as "CowboySmart®," "we," "our," "us," and similar terms) collects information from Users (each referred to as "you," and similar terms), and how we use and share that information. By using the Services, you agree to the terms of this Privacy Policy. Your use of the Services is also subject to the Terms of Use posted at this link: www.cowboysmart.com. Capitalized terms are defined in the Terms of Use unless they are defined in this Privacy Policy.

- 1. Where this Privacy Policy Applies.** This Privacy Policy applies to all use of the Services.
- 2. Changes to this Privacy Policy.** We may make changes to this Privacy Policy from time-to-time. All changes will be effective when posted, unless we specify a later date. If we make any material changes to this Privacy Policy, we will notify you through the Services, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Services, you are agreeing to this Privacy Policy and any updates we make to it. If you do not agree to the terms, you may not continue to use the Services, and your only option will be to terminate your User Account as provided in the Terms of Use.
- 3. Information We Collect.**
 - (a) User Account Information.** When you sign up for a User Account, you may give us your name, email address, phone number, credit card number or other payment information, mailing address, information about your business, and other information that we request or require.
 - (b) Communications.** If you contact us directly, we may receive additional information about you that you provide to us.
 - (c) Usage Data.** To provide the Services to you, and to help us understand how you use the Services and to help us improve them, we automatically receive information about your interactions with the Services and other Usage Data. "Usage Data" may include the pages or other content you view, your actions in connection with your use of the Services, the dates and times of your visits, the Services you use, the content you view, and other information resulting from your interactions with the Services.
 - (d) Application Data.** The operation of the Services depends upon Users entering information regarding livestock and feedyard-related operations that the Services are intended to assist Users in managing. We will collect this information and store it in our database.
- 4. How We Collect Information.**

(a) Cookies and Similar Technologies. We collect information as you use the Services by creating an account and utilizing the various features and functions that the Services make available to you. We collect information through the use of a persistent database, as well as through the use of "cookies", tracking pixels, beacons and similar technologies to understand how you navigate through the Services and interact with advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Services and your use of the Services may be negatively affected.

5. How We Use Information We Collect. We use the information we collect from all Users to:

- (a)** Communicate with you, including for marketing and promotional purposes;
- (b)** Personalize your experience;
- (c)** Provide you with customer support;
- (d)** Facilitate transactions and payments;
- (e)** Provide you with the Services;
- (f)** Provide, improve, expand, and promote the Services; and
- (g)** Analyze how Users use the Services.

6. How We Share Your Information.

(a) Information Shared with Nutritionists. If you have authorized us to do so, we will permit your nutritionist(s) to view the following information related to your livestock: ingredients, including rations and percentages of the ingredients used; dry matter percentages; death loss; the name of your ranch and its address; feeding history; the name of your pen(s), headcount, weight, and total feed.

(b) Information Shared with Customers: If you have authorized us to do so, we will permit your customer(s) to view the following information related to your livestock: feeding detail of the customer's own animals; pen names, headcount, weight, and total feed; medical history related to the customer's own animals; ranch name and address, and death loss.

(c) Information Shared with Vendors: If you have authorized us to do so, or if you send a purchase order or a request for quote to a vendor through the Services, then that vendor will receive the following information about you: the name of your ranch and its address. Additionally, select vendor partners of CowboySmart® may receive the following information related to your use of the services for the purpose of improving their products and the services that they provide to you: your feedyard name and your contact information; amounts spent on food, medications, and other consumables; railer weight, quantity, and sale value; cattle origin, breed, cost, sex, and quantity; pay weights and off-truck weights; yardage fees; pens and their contents; losses; chute and intake fees; information about medications used; information about rations, including ingredients, their quantity, cost, and when fed and for how long; illnesses and other health-related data for stock, including treatment for the

same; cattle shipment data, including dates, composition, buyers, and destinations; and data reflecting the movement of cattle between pens and lots.

(d) Third Party Services. The Services may allow you to connect with other websites, products, or services that we do not control. If you use those services, we may provide the third party with information about you to allow them to provide the service to you. We don't control the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services. We may share your information with advertisers or others for marketing and promotional purposes or for other purposes not prohibited by law.

7. Information Others Collect. Other websites, mobile applications and services that you interact with may collect information from you after you leave their website, including information related to your use of the Services. We do not control any third party or their collection of your information. Please review the respective party's privacy policy to understand their collection and use of your information.

8. Your Choices.

(a) Email Subscriptions. You can unsubscribe from our promotional emails but we will still send you transactional and relational emails about your User Account and use of the Services.

(b) Editing Your Information. You can review and edit certain account information by logging in to your User Account. You may terminate your User Account as provided in the Terms of Use. If you choose to terminate your User Account, or if your User Account is terminated under the Terms of Use, we will deactivate it for you but we may retain information from your User Account for a certain period of time we determine in our sole discretion, and disclose it in a manner consistent with our practices under this Privacy Policy for User Accounts that are not closed. We also may retain information from your User Account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Essential Platform, assist with any investigations, prevent fraud, enforce our Terms of Use, or take other actions as required or permitted by law.

(c) Requesting Your Information. If you are a resident of the State of California, you may request a copy of any personal information (as that term is defined by the California Consumer Privacy Act, hereafter "Personal Information") we have collected from you for the twelve-month period prior to your request. A request for Personal Information can be made by visiting www.cowboysmart.com.

(d) Deleting Your Information. If you are a resident of the State of California, you may request that we delete your Personal Information. We may still retain Personal Information for the purposes authorized by the California Consumer Privacy Act, including to complete fulfillment of our obligations to you, for debugging and troubleshooting purposes, to improve the Services, to investigate and prosecute unlawful acts and security-related concerns, and to comply with legal obligations.

9. Data Security. We are committed to protecting the data of the CowboySmart® community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.