



## PRIVACY AND INFORMATION SECURITY POLICY

Revised: 05-DEC-2021

THIS POLICY CONTAINS IMPORTANT INFORMATION REGARDING YOUR COMMUNICATIONS AND EXCHANGE OF INFORMATION WITH MIRACHEM, LLC. Printed versions of this document may not reflect the most current information. The most current revisions may always be found online at [Mirachem.com/privacy](http://Mirachem.com/privacy). Additional information may be obtained by contacting Mirachem's Customer Support Department, online at [Mirachem.com/support](http://Mirachem.com/support), or by calling toll free 800-847-3527.

### I. PURPOSE OF POLICY

Mirachem, LLC ("Mirachem") has adopted this Privacy and Information Security Policy to govern the use of User Information obtained in the course of its business operations. This policy governs how employees and agents of Mirachem store and use this information, as well as the rights and responsibilities of Users providing the information.

### II. AFFILIATES AND OTHER CONTRACTORS

Mirachem may contract with certain affiliates or other parties in fulfilling its obligations or exercising its rights hereunder. In such cases, Mirachem's contractors are obliged to act in accordance with applicable Mirachem policies.

### III. POLICY STATEMENT

It is Mirachem's policy to act in the most responsible manner possible in collecting, using and storing User Information. Mirachem does not attempt to obtain User Information through questionable means, such as online tactics like "phishing" or "social engineering". Customer information is never sold or otherwise distributed to third parties for for-profit purposes, and is only shared with other parties when required by law, to fulfill an obligation to the User, or as required to enforce the terms of an agreement. Mirachem's use of User Information is restricted to our efforts to successfully complete transactions, provide quality customer support, provide ongoing customer education, ensure effective two-way communication, and achieve our own reasonable, lawful, and ethical commercial objectives. Mirachem restricts access to User Information to those with a need to know, and uses a variety of safeguards including electronic, physical and procedural, to protect data.

### IV. SCOPE OF POLICY

This policy applies to all Mirachem operations, employees and properties, as well as the operations, employees and properties of others who are contracted to provide services to Mirachem and which have access to User Information.

### V. OTHER POLICIES OR AGREEMENTS

Some information exchanged between Mirachem and Users may be subject to the provisions of Mirachem's Confidential Information Policy (online at [Mirachem.com/confidentiality](http://Mirachem.com/confidentiality)) or some other agreement which discusses confidential information, and which may impose certain obligations or restrictions with respect to the handling and protection of such information. Nothing in this policy is intended to, nor should be construed as to, revise, diminish or otherwise alter any provision of such Other Policy or Agreement. In the event of a conflict between any provision contained herein, and a provision found in such Other Policy or Agreement, the provision imposing the greatest restriction on the release of information, or imposing the greatest requirement as to the security of the handling or storage of such information, shall prevail, and this policy shall be deemed to be amended to the extent necessary to resolve the conflict.

### VI. SOCIAL MEDIA POLICY

Mirachem has implemented a Social Media Policy (online at [Mirachem.com/socialmedia](http://Mirachem.com/socialmedia)) to govern our use of Social Media, and to provide customers and other business contacts with information on how we use these tools, our practices concerning privacy protection, and the Users' rights and responsibilities when interacting with Mirachem via social media and related services. To provide for easier reference and understanding, Mirachem advises all Social Media users to refer to the Social Media Policy for information on Mirachem's privacy and data protection practices as they relate to Social Media interaction. For the purposes of this Privacy and Information Security Policy, Social Content provided and/or exchanged via Social Media is covered by Mirachem's Social Media Policy and is, except where described otherwise in the Social Media Policy or hereunder, excluded from this Privacy and Information Security Policy.

### VII. MNET – MIRACHEM'S USER COMMUNITY NETWORK

MNET is Mirachem's User Community Network, and is how we identify our Social Media, discussion, promotional, sales and marketing system. Users who subscribe to our newsletter(s) or promotional contact lists, or who opt to interact with Mirachem via Social Media, are members of MNET.

In addition to third-party Social Media, Mirachem may also deploy resources and tools which are under its control, and which may operate similarly to third-party Social Media channels. Examples of such Mirachem controlled properties would include a mailing list on our company email system, or a discussion board hosted on our Mirachem.com website. Users who participate in such Mirachem controlled properties would also be members of MNET.

Users should note that while Mirachem generally refers to the whole of its communications and advertising efforts as "MNET", Users may be part of MNET through third-party Social Media outlets, by direct participation/subscription to a Mirachem controlled service or resource, or both.

For the purposes of this policy:

- MNET shall include both third-party Social Media channels, as well as any Mirachem-controlled property that operates similarly to a Social Media channel.
- "Social Media" shall include all third-party channels to which Users and Mirachem subscribe or otherwise join, but shall exclude any Mirachem-controlled property.

#### VIII. DEFINITION OF "USER"

When used in this policy, the capitalized term "User" shall refer to a person, organization or other entity about which Mirachem collects, receives, stores or uses information covered by this policy. While this policy is generally applicable to, and reflective of, Mirachem's handling of all types of data, it is specifically intended to apply to customer information, and to protect the integrity and security of data that is, in the wrong hands, likely to be misused for harmful purposes.

#### IX. GENERAL PRIVACY AND INFORMATION SECURITY STANDARDS

In general, Mirachem requires all employees and agents of Mirachem to:

1. Restrict access to information to those with a need to know.
2. Respect the importance of keeping private and confidential information secure, and act accordingly.
3. Make our policies regarding the use, storage and distribution of information readily available.
4. Adhere to the highest standards of conduct in ensuring the security and proper use of confidential information.
5. Follow procedures designed to maintain accurate information, and respond in a timely manner to requests to change or correct information.
6. Use a combination of safeguards, including physical, electronic and procedural security, to prevent unauthorized data access.
7. Require other companies with which we do business to adhere to comparable standards.

#### X. CUSTOMER INFORMATION COLLECTED BY MIRACHEM AND HOW IT IS USED

There are five (5) categories of information that Mirachem collects. These are:

1. Automatically Gathered Background Data ("Background Data")  
Mirachem routinely collects information about the use of, and access to, our systems and products, including websites, telephone systems, fax services, product usage and product applications. This information is usually collected without specific notification to Users. However, this information is not used to identify or track individual-specific behavior. Such information may include, for example, a customer's industry or category of product application, the origin city of a phone call, the internet protocol (IP) address or browser software used, time and date of a contact with Mirachem, etc. This information is used to understand the usage of our products and systems, evaluate the effectiveness of products and content delivered, monitor the results of marketing efforts, and improve the overall User experience.
2. User-Submitted Information ("User Information")  
Users may choose to submit information to Mirachem. The information collected varies widely dependent on the nature of the communication. Common examples of this type of information include email messages, product inquiries, requests for service, etc. This information is used to respond to User requests, facilitate the sales and customer support processes, continue Mirachem's quality improvement efforts, and other business functions as may be appropriate.
3. User-Generated Content  
User-Generated Content includes all information submitted, contributed or otherwise published directly to Mirachem (or Mirachem's designated Social Media page, space, etc.), or Connecting or linking such content to Mirachem or Mirachem's Social Media account(s), with the understanding and intent that this this information will be viewed and utilized as Social Media, or otherwise used for Mirachem's commercial purposes. Such User-Generated Content is excluded from this Privacy and Information Security Policy and is subject to Mirachem's Social Media Policy.
4. Sensitive Personal and/or Organizational Information ("Sensitive Data")  
This category of information includes details necessary to communicate effectively. This includes names, mailing information, physical and email addresses, telephone and fax numbers, website addresses, user community passwords and authentication data, and other personally and/or organizationally-identifiable information. This information is only collected via a voluntary submission, which may occur in a variety of formats including phone conversation, fax transmission, email, written communication or online communication. Sensitive Data is used to facilitate reliable and effective communication between Mirachem and Users.
5. Transaction Data  
Transaction Data includes the specifics of product and service transactions that occur between Users and Mirachem. This may include product purchase information, specific details of customer use of our products, payment methods, shipping and logistics data, or order and payment history. Transaction Data may be used to provide customer service and technical support, monitor and evaluate Mirachem's marketing programs, identify potential areas of interest and opportunity for customers, facilitate Mirachem's sales efforts, and support Mirachem's account administration activities.
6. Financial Information  
Financial Information includes all data relating to the processing of payments and handling of financial transactions. This may include credit applications, credit references, banking information, Mirachem account information, credit card / debit card data, letters of credit or financial statements. Financial Information is used to process payments and to facilitate Mirachem's collection of open accounts.

## XI. HOW MIRACHEM SHARES COLLECTED INFORMATION

Mirachem does not sell or otherwise transmit User information to third parties on a for-profit basis. It is our general policy to share customer information only when necessary to perform on our obligations to Users, or when required to do so by law or contractual obligation. Specific types of information are shared by Mirachem as follows:

1. Automatically Gathered Background Data ("Background Data")  
This information is routinely used by Mirachem personnel and its third-party contractors to develop and evaluate the efficiency and effectiveness of our systems and sales/marketing efforts. This data is also used to develop general, aggregated customer preference and statistical data. We utilize third-party vendors to assist in the collection and analysis of these statistics, which also use the non-specific data for their own purposes.
2. User-Submitted Information ("User Information")  
User Information may be shared with a third-party vendor engaged in performing services for Mirachem that are relevant to the User's situation. User Information may also be shared on a non user-specific or aggregate basis with Mirachem's third-party contractors, as may be relevant to a specific project or assignment.
3. User-Generated Content  
Refer to Mirachem's Social Media Policy.
4. Sensitive Personal and/or Organizational Information ("Sensitive Data")  
Mirachem restricts access to Sensitive Data to those with a need to know.

We communicate Sensitive Data to our third party contractors, agents or partners who provide certain products or services relevant to the customer. These third parties do not have the right to use Sensitive Data beyond what is necessary to fulfill their obligations to Mirachem, and are contractually obligated to maintain the confidentiality and security of this information.

Mirachem may use Sensitive Data, and share it with applicable contractors, when trying to protect against or prevent actual or potential fraud or unauthorized transactions, or when investigating an incident of fraud or unauthorized access which has taken place.

We may release Sensitive Data when we believe, in our good judgment, that such release is reasonably necessary to comply with applicable law, enforce or apply the terms of any of our policies or agreements, or to protect the rights, property or safety of Mirachem or others relevant parties.

We may also share Sensitive Data under other circumstances when we have the prior consent of the User.

5. Transaction Data  
Mirachem restricts access to Transaction Data to those with a need to know.

We communicate Transaction Data to our third party contractors, agents or partners who provide certain products or services relevant to the customer. These third parties do not have the right to use Transaction Data beyond what is necessary to fulfill their obligations to Mirachem, and are contractually obligated to maintain the confidentiality and security of this information.

Mirachem may use Transaction Data, and share it with applicable contractors, when trying to protect against or prevent actual or potential fraud or unauthorized transactions, or when investigating an incident of fraud or unauthorized access which has taken place.

We may release Transaction Data when we believe, in our good judgment, that such release is reasonably necessary to comply with applicable law, enforce or apply the terms of any of our policies or agreements, or to protect the rights, property or safety of Mirachem or others relevant parties.

We use Transaction Data, without the inclusion of Sensitive or Financial Data, for developing customer and technical support processes, as well as for our sales and marketing programs.

We may also share Transaction Data under other circumstances when we have the prior consent of the User.

6. Financial Information  
Mirachem restricts access to Financial Data to those with a need to know.

We must share certain Financial Data with third party service providers, such as credit card processors and merchant banks, to process applicable financial transactions.

Mirachem may use Financial Data, and share it with applicable contractors, when trying to protect against or prevent actual or potential fraud or unauthorized transactions, or when investigating an incident of fraud or unauthorized access which has taken place.

We may release Financial Data when we believe, in our good judgment, that such release is reasonably necessary to comply with applicable law, enforce or apply the terms of any of our policies or agreements, or to protect the rights, property or safety of Mirachem or others relevant parties.

Mirachem reports payment history and performance on Mirachem credit accounts to one or more credit reporting agencies. Mirachem may also use Financial Data as permitted by law in its efforts to collect on balances owed to it, or in pursuit of any legal and/or collections efforts as permitted by law.

We may also share Financial Data under other circumstances when we have the prior consent of the User.

## **XII. HOW MIRACHEM PROTECTS COLLECTED INFORMATION**

Mirachem uses multiple security measures to protect data against unauthorized access and illicit use. These include a variety of physical, electronic and procedural safeguards, including:

1. Physical Security  
Mirachem's facilities are organized in such a fashion that data storage is physically segregated, and separately secured, to prohibit unauthorized access. Increasing levels of physical security exist as the level of sensitivity of the data increases.
2. Electronic Security  
Mirachem's data networks utilize user-specific access control. Security is enforced on a user-by-user basis, ensuring that individuals have access to only that data which is required for their job function. Mirachem also utilizes a series of hardware and software security measures to minimize risk from malware, and conducts frequent systems audits to screen for vulnerabilities. Mirachem has adopted Payment Card Industry - Data Security Standard (PCI-DSS) data security practices .
3. Procedural Security  
As a general practice, Mirachem limits access to information to those with a need to know. Individuals with access to Mirachem's internal operations are trained in the importance of information security and are routinely audited to ensure compliance with Mirachem's standards. These audits cover a variety of topics including data handling and filing, best practices for working online, privacy and security policies, legal obligations, and customer service standards.

## **XIII. SUBSCRIPTIONS AND MAILING LISTS**

Mirachem utilizes three (3) types of outbound communications:

1. Transaction Communications  
Mirachem will communicate with customers regarding the placement, fulfillment, shipping, billing and payment of all sales transactions, using the customer's preferred contact method. In the event the primary communication method fails or is unavailable, Mirachem will use any contact method available. Users/customers may not control the frequency or manner of these communications, nor prevent them, as they are a function of the needs of the specific transaction.
2. Service and Support  
Mirachem maintains a subscription / mailing database for service and support information. Users who have completed transactions with Mirachem, or who have indicated their intent to do so, are, by default, included in this database. This database is used to communicate information relating to product upgrades or changes, industry or application updates, pricing, or product availability. Mirachem utilizes this database when, in its judgment, there is information of value to be communicated to subscribed Users. Mirachem typically communicates via this channel no more than once per month. Users may opt out of this list at any time by contacting Mirachem.
3. MNET  
Mirachem's User Community Network (MNET) is Mirachem's Social Media, discussion, promotional, sales and marketing system. Users who interact with Mirachem via Social Media, or who register, subscribe or otherwise opt-in, are members of MNET, and will receive communications accordingly.

Mirachem typically publishes content through one or more MNET vehicles several times per week. Social Media Users may be notified of this content according to their Social Media account settings. MNET Users subscribed directly via a Mirachem platform may receive notifications about once per week.

## **XIV. USER RESPONSIBILITIES AND BEST PRACTICES**

It is considered a best practice to review the privacy, security and user policies of any organization with whom they interact, and for any online property they visit. Users are also advised to adopt safe web use habits. These include an awareness of the possibility of encountering various risks and vulnerabilities including viruses, malicious scripts, "phishing" schemes or other online threats. Users who are unfamiliar with these terms and their associated risks are encouraged to learn more about these threats and the steps necessary to minimize them.

Users are required, as applicable, to exercise due diligence in securing the usernames, passwords or other security access information relating to a Mirachem website or other online property.

Users should also be aware that this Policy applies only to Mirachem properties, and not to other websites. This may include websites that are linked to or from one of our web pages. All official Mirachem properties will be identified, at a minimum, by information contained in the footer of each web page, the use of our official logos, and links to/from other official sites and resources.

**XV. HOW USERS CAN CONTROL COLLECTED INFORMATION**

Users may exercise varying degrees of control over the different types of information Mirachem collects:

1. Automatically Gathered Background Data (“Background Data”)

Users may exercise limited control over the collection of this data by choosing how they interact with Mirachem, which of our online properties/resources they utilize, and by adjusting settings on their computer/electronics devices, software, etc. Once collected, this data becomes the property of Mirachem. Mirachem shall have no obligation to report on the collection or use of this data, and Users shall have no right to review or request deletion.

2. User-Submitted Information (“User Information”)

Users may exercise control over User-Submitted Information under very limited circumstances. If this information becomes part of a business record or transaction in Mirachem’s normal course of business, then the information may not be deleted at the User’s request. Users may request information from Mirachem regarding what details are contained in Mirachem’s files.

Users may opt-in or opt-out of Mirachem’s Service and Support database (subscription/ mailing list) by contacting Mirachem as indicated in this policy.

Users may opt-in or opt-out of MNET (Social Media, discussion, promotional, sales and database) by contacting Mirachem as indicated in this policy if directly subscribed, or by using the settings within their Social Media account if they are an MNET member via a Social Media Channel.

3. User-Generated Content

See Mirachem’s Social Media Policy.

4. Sensitive Personal and/or Organizational Information (“Sensitive Data”)

Users may exercise control over this category of information under very limited circumstances. If this information becomes part of a business record or transaction in Mirachem’s normal course of business, then the information may not be deleted at the User’s request. Users may request information from Mirachem regarding what details are contained in Mirachem’s files.

5. Transaction Data

Users may not exercise control over this category of information. Users may request information from Mirachem regarding what details are contained in Mirachem’s files.

6. Financial Information

Users may exercise control over this category of information under limited circumstances. Information that has been used in a transaction, or which is required for an ongoing relationship, will be retained by Mirachem, and may not be deleted at the User’s request. Information not used in a transaction, or which is necessary for an ongoing relationship may be changed or deleted at the User’s request. Users may request information from Mirachem regarding what details are contained in Mirachem’s files.

**XV. PUBLICATION AND MAINTENANCE**

Mirachem shall publish this entire policy on its website, and make copies reasonably available at no charge, upon request, to any interested party. Mirachem shall also maintain records regarding the versioning of this policy, and historical copies of previous versions and their applicable effective date(s).

**XVI. INTERPRETATION**

Whenever possible, each provision of this policy shall be interpreted so as to be effective and valid under applicable law, but if any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.

**XVII. ASSIGNMENT**

Mirachem may, in its sole discretion and without additional notice, in the future, assign or delegate some or all of its rights or obligations hereunder to any Affiliate, successor, or assign.

**XVIII. CHOICE OF LAW AND FORUM**

All aspects of this policy, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, the parties hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.

**XVI. HOW TO CONTACT MIRACHEM ABOUT THIS POLICY**

Written questions or concerns about this Policy can be directed to Mirachem as follows:

Via Postal Mail:       Mirachem, LLC  
                                  Attention: Policy Administrator  
                                  PO Box 14059  
                                  Phoenix, AZ 85063

Via Email:                Mirachem, LLC  
                                  Policy Administrator  
                                  policy@mirachem.com

Via Fax:                  Mirachem, LLC  
                                  Attention: Policy Administrator  
                                  602-353-1161

Via Phone:               Mirachem, LLC  
                                  Contact our Customer Support Department at 800-847-3527, and ask for the Policy Administrator.

**Revision History:**

12/18/2013:	Correction of typographical errors. Add Mirachem Credit Account applications and references to Financial Data.
12/31/2012:	Update to reflect new business entity.
07/07/2012:	Update to include reference to MNET and to exclude Social Content from this policy.
05/11/2011:	New comprehensive policy.