

TERMS AND PRIVACY POLICY

TERMS

Eli Lilly and Company, Czarnowski Display Service, Inc., and their respective parents, affiliates, subsidiaries, officers, employees and agents (each individually, and collectively, the “Host”) own and operate this website (the “Website”), and the use of this Website is subject to the following terms:

- **Ownership:** The Host is the owner of all right, title and interest in and to the Website, including any and all content and intellectual property rights therein. You may not modify, distribute or post any Website content for any purpose.
- **No Representations:** The Host makes no representations and provides no warranties except as otherwise expressly set forth in these Terms and Privacy Policy, and without limiting the foregoing, the Host disclaims all other representations and warranties, express or implied, including any and all representations or warranties related to the accuracy of the Website content, the existence of any viruses or defects within the Website, the availability of the Website, the use of any software made available by the Website, or the use of data or information in connection with the Website. The Host shall not be liable for any loss or damage which may arise from or in connection with the Website content, the existence of any viruses or defects within the Website, the availability (or unavailability) of the Website, the use of any software made available by the Website, or the use, misuse or loss of data or information in connection with the Website.
- **Third-Party Sites:** The Website may include links to third-party sites. The Host has no direct control over the policies or practices of participating merchants and other third parties and we are not responsible for the terms, privacy practices or contents of those sites, and the Host shall not have any liability in connection with these third-party sites.
- **Modifications:** The Host reserves the right to amend these Terms and Privacy Policy at our discretion and at any time. Your continued use of the Website after we make changes is deemed to be acceptance of those changes, so please check these Terms and Privacy Policy periodically for updates.
- **Applicable Law:** The Terms and Privacy Policy shall be construed in accordance with, and all disputes hereunder will be governed by, the laws of the state of Illinois, without reference to conflict of law principles. Any action, suit, or other legal proceeding that is commenced to resolve any matter related to the Website or these Terms and Privacy Policy shall be commenced only in a court of the state of Illinois (or, if appropriate, a federal court located within the state of Illinois), and you hereby consent to the jurisdiction of such court.

By accessing the Website, you acknowledge, fully understand and agree to the above terms. If you have questions regarding these Terms and Privacy Policy, their implementation, failure to adhere to the Privacy Policy and/or our general practices, please contact us at NHudalla@czarnowski.com (the “Compliance Address”) or send your comments to:

Czarnowski Display Service, Inc.
Attention: Privacy Statement Personnel and Marketing Department
2287 South Blue Island Ave
Chicago, IL 60608

The Host will use commercially reasonable efforts to respond and resolve any problem or question.

PRIVACY POLICY

1. ACKNOWLEDGEMENT AND ACCEPTANCE

This Privacy Policy sets forth our current privacy practices with regard to collection, use, disclosure and sale of personal information with respect to the Website. This Privacy Policy applies to information we collect on the Website, in email, text, and other electronic messages between you and the Website, and when you interact with our advertising and applications on third-party websites and services, if those applications or advertisements include links to the Website or this Privacy Policy. This Privacy Policy does not apply to information collected offline or through any other means. By accessing the Website, you acknowledge and fully understand this Privacy Policy and freely consent to the information collection and use practices described in this Privacy Policy.

2. WHAT IS PERSONAL INFORMATION

When we speak of “personal information”, we are referring to the type of information that can be used to identify a person or a household or that can be reasonably associated with a person or household. For example, the following categories are types of personal information:

- Identifiers such as: real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name or other similar identifiers;
- Biometric information;
- Internet or other electronic network activity information such as: browsing history, search history, and information regarding your interaction with an internet website, application, or advertisement;
- Geolocation information;
- Professional or employment-related information; and
- Education information that is not publicly available personally identifiable information under the Federal Educational Rights and Privacy Act.

3. INFORMATION WE COLLECT AND FROM WHAT SOURCES

The Host collects different types of personal information from different sources:

Personal information collected from individuals:

When individuals visit the Website, the Host may collect personal information from those individuals if they choose to provide this information to the Host. Individuals may decide to provide their personal information to the Host if they are interested in services or activities of the Host or offered through the Website (collectively, the “Services”), if they have questions about the Host, or for some other reason. The types of personal information that we may collect from individuals, if they choose to provide it, include personal identifiers (e.g., first and last name, address, e-mail address, and telephone number) and any other personal information that the individual may voluntarily provide to the Host in an online form.

Via automated tools: The Host may collect certain information from and about the Website users via automated tools.

a. Web Server Logs

When you visit the Website, the Host may track information to administer the site and analyze its usage. Examples of information the Host may track include:

- Your Internet protocol address.
- Name of your Internet service provider.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Web page you linked to our site from.
- Pages you viewed on the site.

b. Use of Cookies

The Host may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. This information is used for internal purposes only. The Host reserves the right to share aggregated site statistics with partner companies, but does not allow other companies to place cookies on the Website unless there is a temporary, overriding customer value (such as the merging into the Website of a site that relies on third-party cookies). You can accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings, be aware that this may disable some of the functionality on the Website.

c. Use of Web Beacons or GIF Files

The Website may contain electronic images known as web beacons – sometimes also called single-pixel gifs – that allow the Host to count users who have visited those pages and to deliver co-branded services. The Host may include web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon. Some of these web beacons may be placed by third party service providers to help determine the effectiveness of the Host’s advertising

campaigns or email communications. These web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables the Host and its service providers to learn which advertisements and emails bring you to the Website and how you use the site. The Host prohibits web beacons from being used to collect or access your personal information.

4. HOW DO WE USE THE PERSONAL INFORMATION WE COLLECT

The Host may use the personal information collected from individuals when they browse the Website for the following purposes: (a) to contact individuals who request that we contact them; (b) to respond to questions, concerns, and comments submitted to us by the individuals; (c) to send updates and other information to individuals who indicate an interest; (d) to inform individuals of modification and updates to the Services and to communicate other announcements about the Host and the Services; (e) to invite you to participate in user testing and surveys; (f) to identify usage trends and develop data analysis, including for purposes of audit, reporting and other business operations; and, (g) to comply with legal obligations, resolve disputes and enforce our agreements.

5. WHAT PERSONAL INFORMATION DOES THE HOST DISCLOSE OR SELL TO OTHERS

Sale of Personal Information: The Host does not sell personal information.

Disclosure of Personal Information: The Host may disclose personal information as necessary or appropriate in connection with any of the purposes for which we use personal information as described above in “How Do We Use the Personal Information We Collect”. These third parties include service providers that help host or support the Website or otherwise provide technical assistance. The Host transfers to these service providers only the personal information they need to deliver to the Host the product or service we contracted for. The Host prohibits these service providers from using that information for any other purpose. The Host requires that these service providers maintain commercially reasonable measures to protect the confidentiality of your information. The Host also may in good faith disclose personal information for any of the following purposes: (i) to investigate, prevent or take action regarding actual or suspected illegal activities or fraud and situations involving potential threats to the physical safety of any person; (ii) responding to or defending against subpoenas, court orders, or other legal process; (iii) establishing or exercising the Host’s legal rights; or (iv) otherwise complying with applicable law.

6. YOUR ABILITY TO CONTROL YOUR PERSONAL INFORMATION

The Host strives to protect the quality and integrity of your personal information. If you have provided your personal information to the Host while browsing the Website, please e-mail us at the Compliance Address if wish to (a) update such personal information that you have provided us, or (b) you wish to unsubscribe from receipt of communications for which you have registered.

7. IF YOU ARE A CALIFORNIA RESIDENT

In addition to the information provided above, California residents have additional legal rights established by the California Consumer Privacy Act of 2018, as amended. Those rights include the following:

- Right to Know: California law grants its residents a right to request, twice in each 12-month period, that the Host disclose to you what personal information we collect, use, disclose, and sell about you. If you want to make a “request to know”, a request should be sent via email to the Compliance Address and include the requestor’s full name, phone number and the relationship(s) the requestor has with the Host. The Host will log and record the request and notify its legal and compliance department. Compliance will first authenticate that the requestor is who they say they are. This will be done through secondary requests from the compliance team to the requestor. Compliance will work with its HR and IT departments to query any and all references to the requestor and compile the data references to the requestor. The information will be sent back to the requestor via email.
- Right to Request Deletion: California law grants its residents a right to request the deletion of their personal information that the Host has collected directly from you. The right to request deletion is not absolute; the law allows businesses to keep personal information for certain purposes set forth in the law. If you want to make a “request for deletion,” a request should be sent via email to the Compliance Address and include the requestor’s full name, phone number and the relationship(s) the requestor has with Host. The Host will log and record the request and notify its compliance department. Compliance will first authenticate that the requestor is who they say they are. This will be done through secondary requests from the compliance team to the requestor. Compliance will work with its HR and the IT departments to query any and all references to the requestor and confirm the data can be removed. For the data that can be deleted, HR and IT will confirm its deletion to the compliance team and the compliance team will communicate to the requestor. As indicated in the law, there is some information that may not be deleted.
- Right Against Non-Discrimination: California law prohibits the Host from discriminating against you based on your exercise of the privacy rights conferred upon you by California law and described above.

- Right to Authorized Agent: California law allows you to designate an agent to make a “request to know” and “request for deletion” on your behalf. The process for “Designating an Agent” should be sent via email to the Compliance Address and include the requestor’s full name, phone number signed written permission specifying both the requestor and the designated agent. The compliance department will verify both the requestor and the agent.

8. CHILDREN UNDER AGE 18

The Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. The Host does not knowingly collect personal information from children under 13. If you are under 13, do not provide any information on this Website or on or through any of its features, use any of the interactive aspects of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If you are under the age of eighteen (18) or the age of majority in your jurisdiction of residence, you must be at least thirteen (13) year of age and have the permission of your parent or legal guardian in order to provide information through the Website. If the Host learns it has collected or received personal information from a child under 18 without parental consent or from a child under 13, we will delete that information. If you believe the Host might have any information from or about a child under 18 without parental consent or from a child under 13, please contact us via the contact methods outlined below.

9. SECURITY

The security of the information we collect is important to us, but no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect the information we collect, we cannot guarantee its absolute security.