

New Privacy Policy

Privacy Notice

Effective Date: 4/1/2022

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Privacy Policy Scope

Welcome! The Table of Contents below provides an overview of this Daicel America Holdings, Inc. (“Daicel” or “Company”) Privacy Policy. To see the full text, click on the links. This Privacy Policy applies to your use of any online services (e.g., website and certain e-mails we send) that posts a link to this Privacy Policy, regardless of how you access or use it. [Click [here](#) to view our Terms of Use.]

To see and print our full Privacy Policy, click [here](#).

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FULL DAICEL PRIVACY POLICY

Thank you for visiting our website, which links to this Privacy Policy, and our email communications (“Service”), owned or operated by Daicel America Holdings, Inc. (“Daicel”, “we”, or “us” or “our”). This Privacy Policy will provide you with information as to how Daicel collects, uses, and shares information about you, including the choices Daicel offers with respect to that information, and applies to your use of any Service, regardless of how you access or use it. It does not apply to Daicel’s data collection activities offline or otherwise outside of the Service (unless otherwise stated below or at the time of collection). For certain Services, there may be additional notices about information practices and choices. Please read those additional privacy disclosures to understand how they apply to you.

By visiting or otherwise using the Service, you agree to the Service’s [Terms of Use](#) and consent to Daicel’s data collection, use, and disclosure practices, and other activities as described in this Privacy Policy, and any additional privacy statements that may be posted on an applicable part of the Service. If you do not agree and consent, please discontinue use of the Service.

1. Information we Collect

A. Information about You that You Provide.

Daicel, and/or its Service Providers (defined below), may collect information you provide directly to Daicel and/or its Service Providers via the Service. For example, Daicel collects information when you use the Service, subscribe to notifications, participate in promotional activities, or communicate or transact through the Service (e.g., by submitting an inquiry through the Contact Us Form). In addition, when you interact with Third-Party Services (defined below), you may be able to provide information to those third parties. For more information on Third-Party Services’ data collection and practices click [here](#). For more information on Service Provider data collection and practices click [here](#).

Information Daicel, its Service Providers, and/or Third-Party Services may collect may include: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, phone number, address, and full payment account number (“Personally Identifiable Information” or “PII”); and (2) demographic information, such as your

gender, age, zip code, interests, and recent and upcoming purchases (“Demographic Information”). Except to the extent required by applicable law, Demographic Information is “non-Personally Identifiable Information” or “non-PII” (i.e., data that is not Personally Identifiable Information under this Privacy Policy). In addition, Personally Identifiable Information, including, without limitation, Daicel-Collected PII (defined below), once “De-identified” (i.e., the removal or modification of the personally identifiable elements, or the extraction of non-personally identifiable elements) is also non-Personally Identifiable Information and may be used and shared without obligation to you, except as prohibited by applicable law. To the extent any non-PII, or PII collected outside of the Service, is combined by or on behalf of Daicel with PII Daicel itself collects directly from you on the Service (“Daicel-Collected PII”), Daicel will treat the combined data as Daicel-Collected PII under this Privacy Policy. The definition of “personal information” under certain state laws differs from the definition of PII used in this Privacy Policy.

B. Information Collected Automatically.

Daicel, its Service Providers, and/or Third-Party Services may also automatically collect certain information about you when you access or use the Service (“Usage Information”). Usage Information may include IP address, device identifier, browser type, operating system, information about your use of the Service, and data regarding network connected hardware (e.g., computer or mobile device). Except to the extent required by applicable law, or to the extent Usage Information is combined by or on behalf of Daicel with Daicel-Collected PII, Daicel does not consider Usage Information (including, without limitation, unique device identifiers) to be Personally Identifiable Information or Daicel-Collected PII. For more information on Third-Party Services’ data collection and practices click [here](#). For more information on Service Provider data collection and practices click [here](#). For information on choices some of these third parties may offer you regarding automated data collection click [here](#).

The methods that may be used on the Service to collect Usage Information include:

- **Log Information:** Log information is data about your use of the Service, such as IP address, browser type, Internet service provider, referring/exit

pages, operating system, date/time stamps, and related data, and may be stored in log files.

- Information Collected by Cookies and Other Tracking

Technologies: [Cookies](#), [web beacons](#) (also known as “tracking pixels”), [embedded scripts](#), [location-identifying technologies](#), [fingerprinting](#), [device recognition technologies](#), [in-app tracking methods](#), [device and activity monitoring](#) and other tracking technologies now and hereafter developed (“Tracking Technologies”) may be used to collect information about interactions with the Service, including information about your browsing and purchasing behavior.

- Cookies

A cookie is a small text file that is stored on a user’s device, which may be session ID cookies or tracking cookies. Session cookies make it easier for you to navigate the Service and expire when you close your browser. Tracking cookies remain longer and help in understanding how you use the Service and enhance your user experience. Cookies may remain on your hard drive for an extended period of time. If you use your browser’s method of blocking or removing cookies, some but not all types of cookies may be deleted and/or blocked and as a result some features, and functionalities of the Service may not work.

- Web Beacons (“Tracking Pixels”)

Web beacons are small graphic images, also known as “Internet tags” or “clear gifs,” embedded in web pages and e-mail messages. Web beacons may be used, without limitation, to count the number of visitors to the Service, to monitor how users navigate the Service, and to count content views.

- Embedded Scripts

An embedded script is programming code designed to collect information about your interactions with the Service. It is temporarily downloaded onto your computer from Daicel’s web

server, or from a third party with which Daicel works and is active only while you are connected to the Service and deleted or deactivated thereafter.

- Device and Activity Monitoring

Technologies that monitor, and may record, certain of your interactions with the Service, and/or collect and analyze information from your device, such as, without limitation, your operating system, plug-ins, system fonts, and other data, for purposes such as identification, security, fraud prevention, troubleshooting, tracking and/or improving the Services and customizing or optimizing your experience on the Services.

Some information about your use of the Service and certain other online services may be collected using Tracking Technologies across time and services and used by Daicel and third parties for purposes such as to deliver relevant ads and/or other content to you on the Service and certain other online services. See [Section 10](#) regarding certain choices regarding these activities.

Daicel is giving you notice of the Tracking Technologies and your choices regarding them explained in [Section 10](#) so that your consent to encountering them is meaningfully informed.

C. Information Daicel Collects From Other Sources.

Daicel may also obtain information about you from other sources, including Service Providers and Third-Party Services, and combine that with Daicel-Collected PII. Notwithstanding anything to the contrary, except to the extent such data is combined by or on behalf of Daicel with Daicel-Collected PII, this Privacy Policy is not intended to limit Daicel's activities regarding such third-party-sourced, or non-Service-sourced, information (including Personally Identifiable Information), and such data will only be treated as Daicel-Collected PII to the extent it is combined with Daicel-collected PII. Daicel is not responsible or liable for the accuracy of the information provided by third parties or for third party policies or practices.

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2. How we use the Information we obtain.

Daicel may use information about you, including Daicel-Collected PII and other Personally Identifiable Information, for any purposes not inconsistent with Daicel's statements under this Privacy Policy, or otherwise made by us in writing at the point of collection, and not prohibited by applicable law, including, without limitation, the following:

- Allow you to participate in the features we offer on the Service;
- Facilitate, manage, personalize, and improve your online experience;
- Transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising, and send you notices;
- Daicel Affiliates' marketing and other purposes;
- Improve the Service and for any other business purposes;
- Tailor our content, advertisements, and offers;
- Fulfill other purposes disclosed at the time you provide Personally Identifiable Information or otherwise where we are legally permitted or are required to do so;
- Determine your location; and
- Prevent and address fraud, breach of policies or terms, and threats or harm.

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3. information we share with third parties.

Except as restricted by applicable law, this Privacy Policy, or any other representation Daicel makes to you, Daicel may share non-Personally Identifiable Information, and Personally Identifiable Information that is not deemed Daicel-Collected PII hereunder (provided that Daicel is aware of no restrictions of Daicel's use, if any), with third parties or Daicel companies and their affiliates ("Daicel Affiliates") for any purpose. Daicel's sharing of Daicel-Collected PII is, however, subject to the following:

- Marketing: Subject to your communications choices explained in [Section 10](#), we may use your Personally Identifiable Information to send

you marketing communications. Absent your consent (which may be by means of opt-in, your election not to opt-out, or a third party interaction described in the next bullet point), however, Daicel will not share your Daicel-Collected PII with third parties, other than Daicel Affiliates, for their own direct marketing purposes, except in connection with Corporate Transactions (defined below).

- Your Disclosure or Consent: As more fully described in [Section 4](#) (Information You Disclose Publicly or to Others), your activities on the Service may, by their nature, result in the sharing of your Daicel-Collected Personally Identifiable Information (as well as your other Personally Identifiable Information and your non-Personally Identifiable Information) with third parties and by engaging in these activities you consent to that and further sharing and disclosure to third parties. Such third-party data receipt and collection is subject to the privacy and business practices of that third party, not Daicel.

Daicel may also share any information about you (including, without limitation, Daicel-Collected PII) for any purposes not inconsistent with this Privacy Policy, or our written statements at the point of collection, and otherwise not prohibited by applicable law, including, without limitation:

- Daicel's agents, vendors, consultants, and other service providers (collectively "Service Providers") may receive, or be given access to, your information, including, without limitation, Personally Identifiable Information, Demographic Information, and Usage Information, in connection with their work on Daicel's behalf, provided however, Daicel does not authorize its Service Providers to use Daicel-Collected PII provided by Daicel to the Service Providers to send you direct marketing messages other than related to Daicel and Daicel Affiliates absent your consent. For more information on choices Service Providers may offer you click [here](#).
- To comply with the law, law enforcement or other legal process, and, where permitted, in response to a government request; and
- If Daicel believes your actions are inconsistent with Daicel's terms of use, user agreements, applicable terms or policies, or to protect the rights, property, life, health, security and safety of Daicel, the Service or its users, or any third party.

We may use Third-Party services such as Invisible reCAPTCHA, operated by Google, in connection with your use of the Services for security purposes. To learn more about Google's privacy practices see

<https://policies.google.com/privacy>.

In addition, Daicel may share your Daicel-Collected Personally Identifiable Information (as well as your other Personally Identifiable Information and your non-Personally Identifiable Information), in connection with or during negotiations of any proposed or actual financing of our business, or merger, purchase, sale, joint venture, or any other type of acquisition or business combination of all or any portion of Daicel assets, or transfer of all or a portion of Daicel's business to another company, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding ("Corporate Transactions").

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4. Information You Disclose to Others.

The Service may offer you the option to send a communication to a friend or other contact. If so, Daicel relies on you to only send to people that have given you permission to do so. The recipient's Personally Identifiable Information you provide (e.g., name, e-mail address) will be used to facilitate the communication, but not used by Daicel for any other marketing purpose unless Daicel obtains consent from that person. Your contact information and message may be included in the communication.

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5. Advertising and Analytics.

The Service may include or link to third-party websites, apps, locations, platforms, code (e.g., plug-ins, application programming interfaces ("API"), and software development kits ("SDKs")) or other services ("Third-Party Service(s)"). These Third-Party Services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about you and may solicit Personally Identifiable Information from you.

Certain functionalities on the Service permit interactions that you initiate between the Service and certain Third-Party Services, such as third party social

networks (“Social Features”). Examples of Social Features include: enabling you to send content such as contacts and photos between the Service and a Third-Party Service; “liking” or “sharing” Daicel’s content; logging in to the Service using your Third-Party Service account (e.g., using Facebook Connect to sign-in to the Service); and to otherwise connect the Service to a Third-Party Service (e.g., to pull or push information to or from the Service). If you use Social Features, and potentially other Third-Party Services, information you post or provide access to may be publicly displayed on the Service (see [Section 5](#)) or by the Third-Party Service that you use. Similarly, if you post information on a Third-Party Service that references the Service (e.g., by using a hashtag associated with Daicel in a tweet or status update), your post may be used on or in connection with the Service or otherwise by Daicel and Daicel’s Affiliates. Also, both Daicel and the third party may have access to certain information about you and your use of the Service and any Third-Party Service.

Daicel may engage and work with Service Providers and other third parties to serve advertisements on the Service and/or on other online services. Some of these ads may be tailored to your interest based on your browsing of the Service and elsewhere on the Internet, which may include use of precise location and/or Cross-device Data, sometimes referred to as “interest-based advertising” and “online behavioral advertising” (“Interest-based Advertising”), which may include sending you an ad on another online service after you have left the Service (i.e., “retargeting”). We may use Microsoft and Google for advertising services. See [Section 11](#) for more information on your choices regarding certain personalized advertising.

Daicel may use Google Analytics or other Service Providers for analytics services. These analytics services may use cookies and other Tracking Technologies to help Daicel analyze Service users and how they use the Service. Information generated by these analytics services (e.g., your IP address and other Usage Information) may be transmitted to and stored by these Service Providers on servers in the U.S. (or elsewhere) and these Service Providers may use this information for purposes such as evaluating your use of the Service, compiling statistic reports on the Service’s activity, and providing other services relating to Service activity and other Internet usage. See [Section 10](#) for more information on your choices regarding these services.

Daicel is not responsible for, and makes no representations regarding, the policies or business practices of any third parties, including, without limitation, analytics Service Providers and Third-Party Services associated with the Service, and encourages you to familiarize yourself with and consult their privacy policies and terms of use. See [Section 10](#) for more on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and analytics.

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6. Data Security and Monitoring.

Daicel takes reasonable measures to protect Daicel-Collected PII from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction. Nevertheless, transmission via the Internet and online digital storage are not completely secure and Daicel does not guarantee the security of your information collected through the Service.

To help protect you and others, Daicel and its Service Providers may (but make no commitment to) monitor use of the Service, and may collect and use related information including Daicel-Collected PII and other Personally Identifiable Information for all purposes not prohibited by applicable law or inconsistent with this Privacy Policy, including, without limitation, to identify fraudulent activities and transactions; prevent abuse of, and investigate and/or seek prosecution for, any potential threats to or misuse of the Service; ensure compliance with the [Terms of Use](#) and this Privacy Policy; investigate violations of or enforce these documents; improve the Services and your Services experiences, and to protect the rights and property of Daicel, Daicel Affiliates, third parties, and other users. Monitoring may result in the collection, recording, and analysis of online activity or communications through our Service. If you do not consent to these conditions, you must discontinue your use of the Service.

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7. International Transfer.

Daicel is based in the U.S. and the Service is intended for a U.S. audience. The information Daicel and its Service Providers collect is governed

by U.S. law. If you are located in the European Union (EU), European Economic Area (EEA), United Kingdom, and/or Switzerland, please note that Daicel does not intend to offer goods and services (including the Services) to EU, EEA, UK, or Swiss individuals. Please visit our UK/EU affiliates [here](#) [LINK TO AFFILIATES]. If you are accessing the Service from outside of the U.S., please be aware that information collected through the Service may be transferred to, processed, stored, and used in the U.S. Data protection laws in the U.S. may be different from those of your country of residence. Your use of the Service or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information, including Personally Identifiable Information, in the U.S. as set forth in this Privacy Policy.

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8. Children’s Privacy.

The Service is intended for a general audience and not directed to children less than 13 years of age. Daicel does not intend to collect personal information as defined by the U.S. Children’s Online Privacy Protection Act (“COPPA”) (“Children’s Personal Information”) in a manner that is not permitted by COPPA. If we obtain knowledge that we have collected Children’s Personal Information in a manner not permitted by COPPA, we will remove such data to the extent required by COPPA.

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9. Accessing and Changing Information.

Daicel may provide web pages or other mechanisms allowing you to delete, correct, or update some of the Daicel-Collected PII, and potentially certain other information about you. Please contact us as outlined in [Section 12](#). Daicel will make good faith efforts to make requested changes in Daicel’s then-active databases as soon as practicable, but it is not always possible to completely change, remove or delete all of your information or public postings from Daicel’s databases and residual and/or cached data may remain archived thereafter. Further, we reserve the right to retain data (a) as required by

applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained except to the extent prohibited by applicable law.

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10. Choices: Tracking and Communications Options.

A. Tracking Technologies Generally.

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options, so you may need to set them separately. Please be aware that if you disable or remove these technologies, some parts of the Service may not work and that when you revisit the Service your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no consensus among industry participants as to what “Do Not Track” means in this context. Like many online services, Daicel currently does not alter Daicel’s practices when Daicel receives a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” you can visit <https://www.allaboutdnt.com>, but Daicel is not responsible for the completeness or accuracy of this third party information. Some third parties, however, may offer you choices regarding their Tracking Technologies. One way to potentially identify cookies on our web site is to add the free Ghostery plug-in to your browser (www.ghostery.com), which according to Ghostery will display for you traditional, browser-based cookies associated with the web sites (but not mobile apps) you visit and privacy and opt-out policies and options of the parties operating those cookies. Daicel is not responsible for the completeness or accuracy of this tool or third-party choice notices or mechanisms. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section. We may, from time-to-time, and in certain jurisdictions, offer or point you to tools that allow you to exercise certain preferences regarding cookies and other Tracking Technologies associated with

the Services, but such tools rely on third parties and third party information so we do not guaranty that the tools will provide complete and accurate information or be completely effective. For instance, here is where you can find cookie controls for popular browsers:

- [Google Chrome](#)
- [Firefox](#)
- [Internet Explorer](#)
- [Edge](#)
- [Safari](#)

We do not represent that these third-party tools, programs or statements are complete or accurate. You will need to do this on each browser that you use to access our Services, and clearing cookies on your browser(s) may disable your preference settings. Also, our Services may not function properly or as intended if you block all or even certain cookies. Accordingly, you may want to consider the more limited opt-out choices noted in the next section.

B. Analytics and Advertising Tracking Technologies.

You may exercise choices regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or downloading the Google Analytics Opt-out Browser Add-on. You may exercise choices regarding the use of cookies from Adobe Analytics by going to <http://www.adobe.com/privacy/opt-out.html> under the section labeled “Tell our customers not to measure your use of their web sites or tailor their online ads for you.”

You may choose whether to receive some Interest-based Advertising by submitting opt-outs. Some of the advertisers and Service Providers that perform advertising-related services for us and third parties may participate in the Digital Advertising Alliance’s (“DAA”) Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, including use of Cross-device Data for serving ads, visit <http://www.aboutads.info/choices/>, and <http://www.aboutads.info/appchoices> for information on the DAA’s opt-out program specifically for mobile apps (including use of precise location for third

party ads). Some of these companies may also be members of the Network Advertising Initiative (“NAI”). To learn more about the NAI and your opt-out options for their members, see <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based Advertising to you but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use a different device or web browser or use a non-browser-based method of access (e.g., mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective. Daicel supports the ad industry’s [Self-regulatory Principles for Online Behavioral Advertising](#) and expects that ad networks Daicel directly engages to serve you Interest-based Advertising will do so as well, though Daicel cannot guaranty their compliance. Daicel is not responsible for effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs.

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11. Changes to This Privacy Policy.

We reserve the right to change this Privacy Policy prospectively effective upon the posting of the revised Privacy Policy and your use of our Service indicates your consent to the privacy policy posted at the time of use. However, we will not treat your previously collected Daicel-Collected PII, to the extent it is not collected under the new privacy policy, in a manner materially different than represented at the time it was collected without your consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

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12. Contact Daicel.

If you have any questions about this Privacy Policy, please contact Daicel [here](#) or at 21515 Hawthorne Blvd, #600, Torrance, CA 90503 (Attention: Legal / Privacy).

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