Privacy Policy

1. INTRODUCTION

Welcome to www.seedcoat.com (the "Website"). The Website is owned and operated by McRight Services LLC dba DeltAg Formulations ("DeltAg ", "us" or "we"). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. By using the Website, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Website. In addition, when you use any of our current or future services, you will also be subject to our guidelines, terms, conditions, and agreements applicable to those services. If these Terms of Use are inconsistent with the guidelines, terms, and agreements applicable to those services, these Terms of Use will control. The Terms of Use include our Privacy Policy and our Notice And Procedure For Making Claims Of Copyright Infringement, which also govern your visit to the Website.

2. USE OF THE WEBSITE BY MINORS

Purchase of goods is restricted to only those who are 18 years of age or older. By using this Website, you represent and warrant you are of legal age and defined as an adult in accordance with the laws of the locale, state, region, province, and country in which you reside. If you are not of at least 18 years of age or of legal age as defined in your location, you must exit now before using this Website. We only sell to adults who can purchase with a credit card or other permitted payment method. We reserve the right to refuse service, terminate accounts, remove, or edit content, or cancel orders in our sole discretion. Please also review Children's Privacy under our Privacy Policy.

3. CONSIDERATION

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials and information available at or through the Website.

4. RESTRICTIONS ON USE; LIMITED LICENSE

All content contained on the Website (collectively, "Content"), such as text, graphics, logos, icons, images, audio and video clips, digital downloads, data compilations, and software, is our property or the property of our licensors or licensees, and the compilation of the Content on the Website is our exclusive property, protected by United States and international copyright laws, treaties and conventions. All software used on the Website is our property or the property of our software suppliers and protected by United States and international copyright laws, treaties and conventions. Any trademarks, service marks, graphics, logos, page headers, icons, scripts and trade names (each, a "Mark") contained on the Website are proprietary to us or our licensors or licensees. Our Marks may not be used

in connection with any product or service that is not ours in any manner that is likely to cause confusion among users or that disparages or discredits us or anyone else. All other Marks not owned by us that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. We grant you a limited license to access and make personal use of the Website. No Content of the Website or any other Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, downloaded (other than page caching), uploaded, posted, transmitted or distributed in any way, or sold, resold, visited, or otherwise exploited for any commercial purpose, except that you may download one (1) copy of the Content that we make available to you for such purposes on a single computer for your personal, noncommercial, home use only, provided that you: (a) keep intact all copyright, trademark and other proprietary rights notices; (b) do not modify any of the Content; (c) do not use any Content in a manner that suggests an association with any of our products. services or brands; and (d) do not download Content so as to avoid future downloads from the Website. Your use of Content on any other website or computer environment is strictly prohibited. The license granted to you does not include, and specifically excludes, any rights to: resell or make any commercial use of the Website or any Content; collect and use any product listings, descriptions, or prices; make any derivative use of the Website or Content; download or copy account information for the benefit of anyone else; or use any form of data mining, robots, or similar data gathering and extraction tools. You may not frame, or utilize framing techniques to enclose, any Mark, Content or other proprietary information, or use any meta tags or any other "hidden text" utilizing any such intellectual property, without our and each applicable owner's express written consent. Any unauthorized use automatically terminates the license granted to you hereunder. You are granted a limited, revocable, and non-exclusive right to create a hyperlink only to our home page provided that the link does not portray us or our licensors or licensees, or their respective products or services, in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of our or any such party's intellectual property as part of the link without our and each such party's express written consent.

5. SYSTEM REQUIREMENTS

Use of the certain areas of the Website requires Internet access, audio manager software or other software allowing the downloading and storing of audio and audio-visual files in MP3 or other digital format (the "Software"), and, for certain downloadable content, a compatible player device (the "Device"). DeltAg may, at any time and from time to time, in its sole discretion, modify, revise, or otherwise change the system requirements for the Website and the format of any downloadable content, in whole or in part, without notice or liability to you. Internet access, use of the Software, or use of a Device may result in fees in addition to any fees incurred on the Website. Software and Devices may require you to obtain updates or upgrades from time to time. Your ability to use the Website may be affected by the performance of the Software, the Device, or your Internet connection. You acknowledge and agree that it is your sole responsibility to comply with the system requirements of your Software and Device, as in effect from time to time, and to maintain,

update, and upgrade your Software and Devices, including the payment of all Internet access, Software, and Device fees without recourse to DeltAg.

6. SUBMISSIONS

You may send communications; and submit suggestions, ideas, comments, questions, or other information, so long as none of these materials are illegal, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties or objectionable and do not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate anyone, or otherwise mislead as to the origin of any content. Please do not send us any material that you do not intend to be subject to the User-Generated Content License described in this paragraph. All content described in the immediately preceding paragraph and any and all other information, content, or materials that you send to us hereinafter collectively is referred to as "User-Generated Content." If you send any User-Generated Content to us, intentionally or unintentionally, we (and such others as we may designate from time to time) shall have the unrestricted rights to the use thereof for any and all purposes whatsoever, commercial or otherwise, without any further permission from, or any payment to, you or anyone else. We and our designees also shall have the right (but no obligation) to use the name that you submit, as well as any other name by which you are or may be known, in connection with User-Generated Content. Without limiting the generality of the foregoing, you hereby unconditionally grant to us a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable universal license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform User-Generated Content, in whole or in part, by all means and in all media now known or hereafter devised for any and all purposes without further notice to you and with or without attribution (the "User-Generated Content License"). You agree to the User-Generated Content License whether or not your User-Generated Content is used by us. You represent, warrant and agree that: you own or otherwise control all of the rights to all User-Generated Content that you send to us; that all such User-Generated Content is accurate; use of such User-Generated Content does not violate these Terms of Use, our Privacy Policy or the rights of any third party and will not cause injury to anyone; and you will indemnify us and our affiliates and designees from and against all claims arising out of, resulting from or relating to any such User-Generated Content. We have the right (but no obligation) to monitor, edit or remove any activity or content involving you. We have no responsibility, and assume no liability, for any User-Generated Content posted or sent by you or by anyone else. You agree that User-Generated Content will not be subject to any expectation of trust or confidence between us and that no confidential or fiduciary relationship is intended or created between you and us. To the extent that any so-called "moral rights," "neighboring rights" or similar or analogous rights apply to any User-Generated Content and which are not exclusively owned by us, you agree not to enforce or assign, or permit any third party to enforce or assign, any such rights. Each time that you access the Website, or post or submit UserGenerated Content, you agree that the User-Generated Content License is ratified and confirmed with respect to such User-Generated Content and all User-Generated Content previously posted or submitted by you.

7. CONTENT LINKED TO THE WEBSITE

You should be aware that when you visit the Website, you could be directed to other sites beyond our control including links to or from affiliates and content partners that may use our Marks as part of an affiliate relationship. When you click on a link that directs you away from the Website, the site to which you are directed may not be controlled by us and different terms of use and privacy policies may apply which you should carefully read and evaluate. You acknowledge that we are not responsible for examining or evaluating and that we do not warrant the offerings of, any such third party or the content of their sites. We do not assume any responsibility or liability for the actions, products, or content of any third party or any third party site. We reserve the right to disable links from or to third-party sites, although we are under no obligation to do so.

8. DISCLAIMER OF WARRANTIES

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MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION, CONTENT OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE TO ANY THIRD PARTY. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL CLAIMS AGAINST US WITH RESPECT TO INFORMATION, CONTENT AND MATERIALS CONTAINED ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT), ON THIRD PARTY SITES, AND ANY INFORMATION, CONTENT AND MATERIALS YOU PROVIDE TO OR THROUGH ANY SUCH THIRD PARTY SITES (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION). WE STRONGLY ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY THIRD PARTY. THE WEBSITE AND PRODUCTS/SERVICES CONTAINED THEREON ARE NOT SUBSTITUTES FOR THE ADVICE AND TREATMENT OF A LICENSED PROFESSIONAL. NOT ALL PRODUCTS AND SERVICES ARE SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS/SERVICES DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY TREATMENT OR ANY ACTION FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE. IF YOU HAVE SPECIFIC CONCERNS OR A SITUATION IN WHICH YOU REOUIRE PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST, SUCH AS A LICENSED PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL. NEVER DISREGARD THE MEDICAL ADVICE OF A PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL, OR DELAY IN SEEKING SUCH ADVICE, BECAUSE OF THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE ALL INDEMNIFIED PARTIES (AS DEFINED BELOW) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND YOU AGREE TO VOLUNTARILY GIVE UP AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ANY INDEMNIFIED PARTY FOR PERSONAL INJURY OR PROPERTY DAMAGE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold us, and our licensors, licensees, successors, distributors, agents, representatives and other authorized users, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the

Indemnified Parties arising out of, in connection with or related to any breach or alleged breach by you of these Terms of Use. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by you.

10.LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INIURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM: (A) THE USE OF, OR ANY INABILITY TO USE, THE WEBSITE OR ANY CONTENT OR FUNCTIONS THEREOF; OR (B) ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANYONE ELSE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE. EXCEED THE LESSER OF THE AMOUNT PAID BY YOU. IF ANY, FOR THE RIGHT TO ACCESS OR PARTICIPATE IN ANY ACTIVITY RELATED TO THE WEBSITE OR \$100.00. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING, DIRECTLY OR INDIRECTLY. FROM ANY EVENT OF FORCE MAIEURE OR OTHER CAUSE BEYOND OUR OR THEIR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. NEITHER WE NOR ANY OTHER INDEMNIFIED PARTY IS RESPONSIBLE OR LIABLE FOR: (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY SITE, SERVICE, SOFTWARE OR HARDWARE; OR (B) ANY DELAY OR FAILURE YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATED TO THE WEBSITE. THE LIMITATIONS. EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. APPLICABLE LAW MAY NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

11. COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others. If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

12.AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any change to these Terms of Use will constitute your assent to and acceptance of the revised Terms of Use.

13. TERMINATION

These Terms of Use are effective until terminated by either you or us. You may terminate these Terms of Use prospectively at any time by discontinuing your access to and use of the Website and destroying all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. If you terminate these Terms of Use, you shall notify us by sending notice of such termination by certified United States mail, postage pre-paid to: McRight Services LLC dba DeltAg Formulations P.O. Box 4812, Greenville, MS 38704. We may terminate these Terms of Use (including your access to and use of the Website) without cause and without notice to you, in our sole discretion. Upon termination, you must cease any access to or use of the Website and destroy all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright. The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall survive such termination.

14. APPLICABLE LAW AND DISPUTES

These Terms of Use, your rights and obligations, our rights and obligations, and all actions contemplated by these Terms of Use, will be governed by the laws of the United States of America and the State of Mississippi, without regard to principles of conflicts of law and as if these Terms of Use were a contract wholly entered into and wholly performed within the State of Mississippi. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any dispute relating in any way to your visit to the Website or to products you purchase through the Website shall be submitted to confidential binding arbitration in Greenville, Mississippi, United States of America, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in Greenville, Mississippi, United States of America, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms of Use shall be conducted under the Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The arbitrator's award shall be binding and may be entered

as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise. In any dispute, action, proceeding, or arbitration relating to this Website and/or these Terms of Use, the prevailing party shall be entitled to recover, in addition to any other award of damages or other remedies, its reasonable attorneys' fees, costs and expenses (including, without limitation, expenses for expert witnesses and all reasonable attorneys' fees, costs and expenses upon appeal).

15. ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

16.NOT AN OFFER OF SOLICITATION

This Website is for informational purposes only. The information contained on this Website is not intended to nor does it constitute an offer or solicitation for the sale of any security or for any services.

17. MISCELLANEOUS LEGAL PROVISIONS

We may discontinue the Website at any time and for any reason, without notice. We may change the contents, operation, or features of the Website at any time for any reason, without notice. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Our failure to enforce any provision of these Terms of Use or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these Terms of Use as to that breach or any other. If any provision of these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. Headings of clauses and sections in this Agreement are inserted for reference and convenience only and in no way define, limit, or describe the scope or intent of any provision thereof. These

Terms of Use constitute the entire agreement between you and us regarding the Website and supersedes any prior or contemporaneous agreement regarding that subject matter.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the written information specified below. Please note that this procedure is exclusively for notifying us that you believe your copyrighted material has been infringed. • An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;• A description of the copyrighted work that you claim has been infringed;• A description of where the material that you claim is infringing is located on the Website;• Your address, telephone number, and e-mail address;• A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;• A statement by you, under penalty of perjury, that the foregoing information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The McRight Services LLC dba DeltAg Formulations Copyright Agent for notice of claims of copyright infringement on the Website can be reached as follows:

McRight Services LLC dba DeltAg Formulations

P.O. Box 4812

Greenville, MS 38704

Contact: 662-332-3555

info@seedcoat.com

PRIVACY POLICY

We are strongly committed to protecting your privacy and providing a safe online experience for all of our users while offering the highest quality user experience. By using www.seedcoat.com (the "Website"), you agree to the terms of this Privacy Policy. Because we gather certain types of information about and from you, we believe it is important that you understand our collection and use of this information. This Privacy Policy discloses what information we gather, how we use it, how to correct or change it, and what steps we take to safeguard personal information provided to us both online and offline. Please read the complete Privacy Policy below, as well as our Terms of Use, and contact us if you have any questions.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

You can visit our Website, read materials, and browse the Website's contents without giving us any personally identifiable information. In order to provide you with the most efficient and enhanced personalized service and attention, and to accommodate certain requests which you make, we request information about you in certain circumstances and collect certain information automatically.

INFORMATION YOU VOLUNTEER

We collect personally identifiable information that you enter on the Website or otherwise volunteer to us (such as your name, e-mail address, credit card number, home address, phone number, and/or similar information), when you contact us to, among other things, make purchases or request information. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future experiences for you, improving our operations, and communicating with you.

INFORMATION COLLECTED AUTOMATICALLY

We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies" and we obtain certain types of information when your web browser accesses our Website or advertisements and other content served by us or on our behalf on other websites. We may also automatically collect your Internet Protocol and referring website addresses, browser type and domain name. This information helps facilitate your online experience on our Website. We use "cookies" to track usage patterns on our Website and to control the display of ads, as well as to offer other functionalities. You can turn off cookies, but that will affect your online experience. Please see below for more detail on cookies.

WHAT DO WE DO WITH COLLECTED INFORMATION?

We use collected information to evaluate and administer our Website, fulfill your requests, respond to any future problems, such as difficulties in navigating our Website or accessing certain features, and to gauge user trends. As in any transaction, when you purchase products or make a donation by credit card, your credit card company will have all relevant information about the name of the vendor, item(s) purchased, date, total cost and other information necessary to process the transaction. We will not otherwise provide any personal data to your credit card company without your permission. We and our technical and fulfillment agents, partners and consultants follow carefully proscribed procedures to safeguard credit card data in connection with your transactions and adhere to certain legal requirements.

HOW DO WE SHARE PERSONAL INFORMATION?

Personal information is available to us and the technical and fulfillment agents, partners and consultants who make our Website available to you. Anonymous information is available to our affiliates, sponsors, and partners. Website hosting firms, technical and database consultants, advertising agencies, order processing partners, and other third parties may have access to personally identifiable information in the course of making our Website and its contents available. All companies working for and with us must comply with our privacy policies, and are not permitted to sell your information to third parties or to use it except as authorized by us and you, or as permitted or required by law. We reserve the right to use or disclose any information without notice or consent for the following purposes: as needed to satisfy any law, regulation or legal request; to conduct investigations of consumer complaints or possible breaches of law; to protect the integrity of our Website and our property; to protect the safety of our visitors or others; to fulfill your requests; or to cooperate in any legal investigation.

HOW DO WE USE COOKIES?

Your web browser offers so-called "cookies" which, if you allow their use, store small amounts of data on your computer when you visit a website. Cookies do not contain any personally identifiable information about you and therefore cannot be used to identify you personally. However, cookies assist us in tracking which of our features you like best and make it easier to use our Website. You have the ability to accept or decline cookies by modifying your browser. Our Website is viewable even if you disable the cookie function on your browser. However, if you disable cookies, some advanced and customized features or offerings will not be available to you.

HOW CAN YOU CONTROL YOUR PERSONAL INFORMATION?

You may unsubscribe to any of our online e-mail updates by following the unsubscribe instructions in the body of any e-mail message. We will take commercially reasonable steps to implement your opt-out requests promptly; but you may still receive promotional information from us by mail for up to 60 days due to printing and mailing schedules, and up to 10 days for e-mail. You may also continue to receive information from those third parties to whom your information was previously disclosed.

SECURITY OF YOUR PERSONAL INFORMATION

We incorporate standard industry practices internally and with our service providers, which we believe suits the degree of sensitivity of the information involved to maintain the security of your personal information and to avoid its disclosure except as described in this Privacy Policy. Although we have implemented systems and procedures to secure the data maintained by us, security during Internet transmissions can never be assured. Our policy is to limit access to personal data to those employees or agents with a specific need to access or retrieve this information. We store data on multiple service systems, in controlled environments. To maintain security, we conduct internal reviews of our security measures on a regular basis.

VISITORS OUTSIDE THE UNITED STATES

Our Website and the servers that make this Website available worldwide are located in the United States. The Internet laws in the United States govern all matters relating to this Website. Any information you provide in subscribing to our Website or registering or ordering at our Website will be transferred to the United States. By visiting our Website and submitting information, you authorize this transfer, processing, and use.

YOUR MISSISSIPPI PRIVACY RIGHTS

Under Mississippi Civil Code sections HB 2153, Mississippi residents are entitled to ask us for a notice describing what categories of personal information we share with third parties or corporate affiliates for those third parties or corporate affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you are a Mississippi resident and would like a copy of this notice, please submit a written request to the following address McRight Services LLC dba DeltAg Formulations, P.O. Box 4812, Greenville, MS 38704 In your request, please specify that you want a "Your Mississippi Privacy Rights Notice". Please allow at least 30 days for a response.

CHANGES TO OUR PRIVACY POLICY

We will occasionally update this Privacy Policy as necessary to protect our users and to comply with a changing environment. We recommend that you check the Privacy Policy when you visit our Website to be sure that you are aware of and understand our current policy. If we make material changes to this policy, or in how we use or collect your personally identifiable information, we will prominently post such changes prior to implementing the change. We will not make any retroactive material changes in how we handle previously collected personal information unless you allow us to do so, or unless we are legally required to do so, and in such a case we will e-mail registered Website visitors information on material changes to this Privacy Policy.

CONDITIONS OF USE, NOTICES, AND REVISIONS

If you choose to visit our Website, your visit and any dispute over privacy is subject to this Notice and our Terms of Use, including limitations on damages, resolution of disputes, and application of the law of the State of Mississippi. If you have any concern about privacy at our Website, please contact us with a thorough description, and we will try to resolve it. As our business changes, our Privacy Policy and Terms of Use may change also. We may e-mail periodic reminders of our notices and conditions, unless you have instructed us not to, but you should check our Website frequently to see recent changes. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. We will not materially change our policies and practices to make them less

protective of personal information collected in the past without the consent of the affected user.

CHILDREN'S PRIVACY

We are strongly committed to protecting the safety and privacy of children who visit our Website. We do not knowingly collect personal information online from children under 13 and have adopted techniques to ensure compliance with this Privacy Policy and the Children's Online Privacy Protection Act of 1998 ("COPPA"). COPPA and its accompanying regulations under United States federal law protect the privacy of children using the Internet. Our Website includes content that we believe to be unsuitable for children under 13 and which are not necessarily monitored. We encourage all parents to talk to their children about online safety and to monitor their children's use of the Internet.