

## Career Site Privacy Policy

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Welcome to the MSC Industrial Supply Co. and its affiliate partnerships and subsidiary companies' (collectively "MSC") Career Site. We appreciate your interest in employment opportunities at our company. This Career Site Privacy Policy ("Privacy Policy") is applicable to all information which has been or will be collected from you during your use of our Career Site.

MSC is committed to protecting the privacy and security of information that is obtained from you in connection with your access to websites under our operation and control, which includes this Career Site. See *also* our Customer Privacy Policy used in connection with our corporate website.

### Your Use of the Career Site

To proceed further on this Career Site, you must review and agree to MSC's policies, terms and conditions set forth in this Privacy Policy, and acknowledge that you have done so by logging into the Career Site and selecting "Accept" when asked about your understanding and acceptance.

Please review this Privacy Policy carefully. MSC reserves the right to change its Privacy Policy at any time, in which event the updated policy will be posted to the Career Site. By accessing the Career Site, you are indicating your agreement to MSC's Privacy Policy. If you have any questions regarding the Privacy Policy or the site, contact MSC at [privacy@mscdirect.com](mailto:privacy@mscdirect.com). (This email box is not for general employment inquiries.)

This Career Site does not extend binding offers or terms or conditions of employment. Any employment offer that may result from your submitting information in response to a job opening listed on this Career Site is in accordance with the specific terms of that offer. Nothing on this Career Site shall be construed as a contract of employment or as a guarantee of continued employment or employment for any specific duration. Employment with MSC is "at will" and no representative of MSC, other than its Chief Executive Officer, has the authority to modify "at-will" employment status. This means if you are hired that either you or MSC can separate your employment at any time without notice or cause.

### Information We Collect

When you use the Career Site as part of the job application, job search, or on-boarding process, the Career Site collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your device ("personal information"). In particular, the Career Site collects the following categories of personal information:

- Identifiers: Name, Address, Email Address, Telephone Numbers
- Resume, CV, cover letter, application, previous work experience, and education information;
- Employment preferences, willingness to relocate, salary expectations, and how you heard about MSC;
- Professional and other work-related licenses, permits, and certifications held;
- Language and other relevant skills;
- Awards and professional memberships;
- Eligibility to work in the country where the job is located, available start date; and
- Information relating to references (if provided).

- **Note for California Residents:** The categories of information above may include the following personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)): Name, Address, Telephone Numbers, Education, Employment, Employment History

Finally, the Career Site may give you the opportunity to provide, on a purely voluntary basis, the following personal information which may be protected classification characteristics under state or federal law:

- Race and/or ethnicity
- Disability status
- Veteran or military status

The Career Site obtains the categories of personal information listed above from directly from you when you register on the Career Site and when you use the Career Site to search for, apply for, or accept a job at MSC.

MSC may retain your information as long as necessary and appropriate to comply with applicable legal standards. If you are offered a position with MSC, this information may be transferred into our human resources system and used to manage the new hire process. If you become an associate, any personal information you submit may become part of your associate file and may be used for other employment/work-related purposes.

Statements here and elsewhere on the site concerning the treatment of your information may not apply with respect to information already in MSC's possession, such as information obtained by MSC in connection with your current or former employment at MSC, or information that is publicly available to MSC.

### **Use and Disclosure of Personal Information**

MSC may use or disclose your personal information for one or more of the following purposes:

- To process your application for employment, as permitted by law, including to: assess your capabilities and job qualification; conduct reference checks; communicate with you; comply with any applicable law or regulation; conduct background checks (only with your prior consent); and any other actions necessary or applicable in connection with your application, hire, or employment. This includes the use, access, transmittal, storing, processing, and disclosure of your information by and among MSC's affiliate partnerships and subsidiary companies, regardless of location.
- To compile statistical results concerning the usage of the Career Site, as well as its entire site. MSC uses this information to prepare collective profiles of visitors' activities for management and internal use, as well as affirmative action reports and analyses. For example, MSC may track the number of visitors who view certain pages or use certain features of the site.
- To create, maintain, customize, and secure the Career Site.

### **Sharing Personal Information**

- Except as otherwise provided by this Privacy Policy, MSC associates, recruiters, human resources staff, managers and their designees, consultants and/or other service providers affiliated with MSC who are involved in the process of considering applications for employment and website administration or maintenance will be the only individuals or entities with access to your personal information, except as otherwise provided by this policy or as permitted by law.
- MSC may share your personal information with selected service providers or consultants acting on its behalf, such as third parties assisting MSC with the operation of this Career Site (including SAP

United States Headquarters, SAP America, Inc., 3999 West Chester Pike, PA 19073). Those third parties will be required to protect your personal information in accordance with this Privacy Policy.

- At no time will MSC sell, rent, lease, or license your information to a third party. Nor will your information be used for marketing purposes by any third-party vendor.
- MSC may share your personal information law enforcement or government agencies, if required to do so by law or a regulatory organization, or to relevant third parties such as site technicians, auditors, lawyers, or other professional advisors.

### **Protection of Your Information**

We consider the security of your personal information a top priority. Accordingly, any information that you voluntarily share with MSC via the Career Site is kept strictly confidential and fully secure. MSC takes steps to secure your personal information from unauthorized access, use or disclosure. When you access this Career Site, you will do so through a login and password that you have created and is unique to you. For maximum security, you should never share your login and password with anyone else and you should always logout of our system and close your open Internet browser window to finish your session completely.

Included in our operating system is the capacity to allow only secure connections by end users. MSC secures the personal information you provide via computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When you submit a form, the encrypted (encoded) information is protected using "Secure Socket Layers (SSL)" as it passes between your browser and the MSC servers. SSL technology is the most widely used data encryption coding system for secure transactions. It is the leading security protocol on the Internet and is commonly used in Internet applications that require security and privacy for sensitive data. Only authorized persons are permitted to access the information you submit.

### **FOR RESIDENTS OF CALIFORNIA ONLY**

The California Consumer Privacy Act of 2018 (CCPA) provides California residents with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

#### ***Access to Specific Information and Data Portability Rights***

You have the right to request that MSC disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights below), we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

You have the right to request that MSC delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights below), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Emailing us at [Privacy@mscdirect.com](mailto:Privacy@mscdirect.com)
- Writing to us at:

MSC Legal Department – Privacy  
525 Harbour Place Drive  
Davidson, NC 28036

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with us.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

We will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **[END OF CALIFORNIA-SPECIFIC SECTION]**

### **Consent to Proceed Electronically**

Before MSC can accept your personal information, application for employment, and related documents electronically, you should be aware of the following information and by selecting the 'Accept' button when asked you are affirmatively agreeing to the following:

1. If you proceed, you are agreeing to complete the application process electronically. If you are hired, you are also agreeing to complete the hiring process electronically (if applicable).
2. Your responses to all questions throughout either electronic process will be recorded and made part of your electronically signed documents and electronic application/hiring record.
3. You have the option to complete this process using the traditional paper and signature process. You must contact MSC at 516-812-1401 if you wish to sign your application and other related employment documents in ink. (This phone number is not for general employment inquiries.)
4. At the beginning of the electronic signature process, you will create an account and a password for future use. You must keep this information confidential as it can be used to electronically sign additional documents.
5. Your electronic signature is the equivalent of a manual signature and that MSC may rely on it as such in connection with any and all agreements you may enter into with MSC and any documents you electronically sign for MSC.
6. You can return to our website at any time (using your login information) to review, save, and print the documents you signed electronically.
7. You have the right to request a paper copy of any documents you signed electronically.
8. It is your obligation to immediately advise MSC in the event that you withdraw your consent to use electronic means for the application and hiring process (if applicable).

9. The various security and verification procedures adopted by MSC in its Privacy Policy regarding the documents that you will affix your electronic signature constitute reasonable and secure security procedures and that all such signatures are attributable to the person whose account is being created for and who is logging in to the Career Site.
10. In the event that any person known to you (whether it be a family member, member of your household, or otherwise) misappropriates any of the security devices connected with your MSC login/electronic signature account and such misappropriation could not reasonably be detected by MSC, the Company shall have the right to treat all resulting electronic signatures as though they were affixed by the person whose account it was created for on the Career Site.
11. The individual accepting the Privacy Policy is the individual whose name the account is being created for and who is logging in to the Career Site.

You will need to have the following to successfully complete the process:

1. Internet Explorer 11.0 (or newer), Firefox, Safari 9, 10 (or newer) or Google Chrome
2. Your browser must be configured to accept cookies and have JavaScript and images enabled
3. If you wish to print a copy of the documents you complete, you must have a printer capable of printing these web pages.

This Privacy Policy is governed by the substantive laws of the State of New York in the United States, without regard to its conflict of laws principles. Jurisdiction for any claims arising under or out of this Privacy Policy shall lie exclusively with the state and federal courts within the State of New York. If any provision of this Privacy Policy is found to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Privacy Policy, which shall remain in full force and effect.

UNDER NO CIRCUMSTANCES SHALL MSC HAVE ANY LIABILITY WHATSOEVER FOR ANY ERRORS OR OMISSIONS IN INFORMATION ON THE SITE, OR FOR ANY DAMAGES, LOSSES, OR EXPENSES THAT MAY OCCUR WHILE ACCESSING THE SITE, OR ANY LINKED SITE, OR THE INABILITY TO ACCESS THESE SITES; OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF THE BREACH OF THIS PRIVACY POLICY, HOWEVER OCCASIONED.

**If you understand, accept and agree to the policies, terms, and conditions set out above then select the "Accept" button when asked to acknowledge your acceptance and agreement of this policy on the Career Site. If you do not understand or accept and agree to the policies, terms and conditions set out above, then select the "Decline" button when asked and you will not complete the application process electronically.**