

## **Compass HRM Privacy and Terms Policy**

Compass HRM, Inc. appreciates your visit to our websites (“sites”) and thanks you for your interest in our company, our products and our services. Protection of your privacy and personal data is paramount to us. Our goal is to provide you with a personalized user experience that delivers the information, resources, and services that are most relevant and helpful to you. We provide you with this Privacy and Terms Policy to give you notice of how we treat Personally Identifiable Information and non-personally identifiable information that we may collect from you while you are using our main website or any other Compass HRM website where this Policy is posted. This does not apply to any other information collected by Compass HRM through any other means.

When this Policy uses the term “Personally Identifiable Information” or “personal information” we mean information that identifies a particular individual such as the individual’s name, address, e-mail address, social security number, or user ID. When other information is directly associated with Personally Identifiable Information, this other information also becomes Personally Identifiable Information for purposes of this Policy.

We only have access to information that you voluntarily provide us with via email, contact submission form or other direct contact. By using Compass HRM sites, you signify your agreement to this Privacy and Terms Policy. Any changes to this Policy will be posted at this location and will take effect immediately after they are posted. Collection of any future data will be subject to the new policy as soon as it is posted. You should review this page from time to time to ensure that you are up to date on any policy changes.

### **Terms Applicable to Specific Content and Areas of our Sites**

Some areas of our Sites or Content provided on or through our Sites may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of our Sites or Content (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between these Terms of Use and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of our Sites or for specific Content, the latter shall have precedence with respect to your access and use of that area of our Sites or Content.

### **Use of Software**

Your use of Software is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply (“License Terms”). In the event that Software is provided on or through our Sites and is not licensed for your use through License Terms specific to the Software, you may use the Software subject to the

following: (a) the Software may be used solely for your personal, informational, noncommercial purposes; (b) the Software may not be modified or altered in any way; and (c) the Software may not be redistributed.

## **Use of Materials**

You may download, store, display on your computer, view, listen to, play and print Materials that Compass HRM publishes or broadcasts on our Sites or makes available for download through our Sites subject to the following: (a) the Materials may be used solely for your personal, informational, noncommercial purposes; (b) the Materials may not be modified or altered in any way; and (c) the Materials may not be redistributed.

## **Reservation of Rights**

Our Sites and Content provided on or through our Sites are the intellectual property and copyrighted works of Compass HRM or a third party provider. All rights, title and interest not expressly granted with respect to our Sites and Content provided on or through our Sites are reserved. All Content is provided on an "As Is" and "As Available" basis, and Compass HRM reserves the right to terminate the permissions granted to you and your use of the Content at any time

## **Security, Passwords and Means of Accessing Our Sites and Content**

You agree not to access or use our Sites in any manner that could damage, disable, overburden, or impair any Compass HRM accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of our Sites or any Compass HRM accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of our Sites or any Compass HRM accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access our Sites or any Compass HRM accounts, computer systems or networks without Compass HRM's express written permission.

If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. Access to and use of password protected or secure areas of our Sites are restricted to authorized users only. You agree not to share your password(s), account information, or access to our Sites with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to our Sites. You agree to notify Compass HRM immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by this Privacy and Terms Policy.

## **No Unlawful or Prohibited Use**

You agree not to use our Sites, or Content provided on or through our Sites, for any purpose that is unlawful or prohibited by this Privacy and Terms Policy or the rules, guidelines or terms of use posted for a specific area of our Sites or Content provided on or through our Sites.

## **Collection, Use and Sharing of Information**

In order to use and/or access certain Compass HRM Services, you may direct Compass HRM to retrieve and manage your own information maintained online by third-party institutions -- such as payroll companies or health insurance companies -- with which you have customer relationships, maintain accounts or engage in financial transactions (Account Information). We will then connect directly with your online service providers to access this Account Information. At your direction, we may also open accounts on your behalf at third-party institutions (for example, when enrolling in a 401K program or other company benefit program) and make changes on your behalf with third party sites and services, as necessary to manage your benefits programs.

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content through the Compass HRM Platform, you are licensing that content to us solely for the purpose of providing service thorough the Compass HRM Platform. We may use and store the content, but only to provide service through the Compass HRM Platform to you. By submitting this content to us, you represent that you are entitled to submit it to us for use for this purpose, without any obligation by us to pay any fees or other limitations.

## **Non-Personal Information**

When you use Compass HRM sites, our servers automatically record standard information that your browser sends whenever you visit a website. These server logs may include information such as the page(s) you visited, your Internet Protocol address, Compass HRM cookie information, browser type, browser language, and the date and time of your request. Compass HRM uses this traffic data to help diagnose problems with its servers, analyze trends and administer Compass HRM.

Generally, Compass HRM automatically collects usage information, such as the numbers and frequency of visitors to Compass HRM and its components, number of links clicked within our Sites, etc. This data is only used in the aggregate. This type of collective data enables us to determine how users interact with Compass HRM sites, so we can identify areas for improvement.

We use cookies to make our sites easier for you to use, for example by remembering that you are logged in. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser to enable our systems to recognize your browser and tell us how and when pages in Compass HRM's sites are visited and

by how many people. Compass HRM cookies do not collect personal information, and we do not combine information collected through cookies with other personal information to tell us who you are or what your username or email address is.

The "help" portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. You can set your browser to refuse all cookies, but some Compass HRM features and services may not function properly if your cookies are disabled. We recommend that you leave the cookies activated, however, because cookies enable you to take advantage of some of Compass HRM's most attractive features.

### **Third Party Websites, Content, Products and Services**

Our Sites provide links to Web sites and access to Content, products and services of third parties, including users, advertisers, affiliates and sponsors of our Sites. Compass HRM is not responsible for third party Content provided on or through our Sites or for any changes or updates to such third party sites, and you bear all risks associated with the access to, and use of, such Web sites and third party Content, products and services. You should consult the privacy and terms policy of each of these individual sites to learn how your privacy is protected.

### **Security and Protection of Your Personal Information**

Compass HRM is committed to ensuring that your information is secure. This includes, among other things, using industry standard security practices. We have in place physical, administrative and technical safeguards designed to protect your personal data against unintended or illegitimate deletion, change or loss, as well as to protect against unauthorized transfer or access. When you submit any Personally Identifiable Information or sensitive information via our websites, your information is protected both on and offline and is encrypted and submitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or by looking for "https" at the beginning of the web address of website that is collecting information.

Internally, the computers and servers in which we store sensitive information are kept in a secure environment. We also restrict access to your personal information to employees who need access to the information in order to do their jobs. These employees are limited in number, and are committed to our privacy policies.

In the event that your personal information is acquired, or is reasonably believed to have been acquired by an unauthorized person, and applicable law requires notification, we will notify you of the breach by email, fax or U.S. mail. We will give you prompt notice, consistent with the reasonable needs of law enforcement and/or Compass HRM, Inc. to determine the scope of the breach and to investigate and restore the integrity of the data system.

## **How Can You Help Protect Your Information?**

Compass HRM recommends that you do not divulge your user password to anyone. We will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Also remember to sign out of the websites you are using and close your web browser window when you have finished visiting our websites. This is to ensure that others cannot access your personal information and correspondence if others have access to your computer.

## **Your Choices Regarding Your Personal Data**

We offer you choices regarding the collection, use and sharing of your personal data. If in connection to your use of a particular service, we ask to use your data in a way not described in this Privacy and Terms Policy and you do not wish to permit that use, you can choose not to use that particular service.

If you have voluntarily provided personally identifiable information, we may, from time to time, send you mail or e-mail regarding products and services. If you do not want to receive such offers and mailings, you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly. Despite your indicated e-mail preferences, we may send you notices of any updates to our Privacy and Terms Policy.

## **Correcting, Accessing, and Updating Your Information**

You may have signed up for a Compass HR service that allows you to establish a personal profile on our websites. In that case the best way to change your contact preferences is to log in to your personal page and update your profile. Your preference change will take effect immediately.

Compass HRM will generally provide individuals with access to the personal information we hold about them at the individual’s request. However, in some circumstances, there may be legal, regulatory or administrative reasons to deny access to the requested information. If requested access is denied, Compass HRM will provide reasons for the denial (unless it would be unreasonable to do so). If you have additional privacy questions, requests or concerns, please contact us at the addresses below.

## **Disclaimer**

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, OUR SITES, AND ALL CONTENT PROVIDED ON OR THROUGH OUR SITES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPASS HRM EXPRESSLY DISCLAIMS ALL

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ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF OUR SITE IS USED AT YOUR OWN DISCRETION AND RISK. COMPASS HRM SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT.

COMPASS HRM RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, OUR SITES AND CONTENT PROVIDED ON OR THROUGH OUR SITES AT ANY TIME WITHOUT NOTICE.

### **Limitation of Liability**

IN NO EVENT SHALL COMPASS HRM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, OUR SITES OR ANY CONTENT PROVIDED ON OR THROUGH OUR SITES.

### **Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS PRIVACY AND TERMS POLICY, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

### **Persons Not of Age of Majority**

Persons who are not of the age of majority are not eligible to use our Sites, and we ask that no information in relation to such persons be submitted to us, unless the information relates to benefits enrollment.

## **Applicable Laws**

All matters relating to your access to, and use of, our Sites and Content provided on or through or uploaded to our Sites shall be governed by U.S. federal law or the laws of the State of Florida. Any legal action or proceeding relating to your access to, or use of, our Sites or Content shall be instituted in a state or federal court in Tampa or Hillsborough County, Florida. You and Compass HRM agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

## **Contact Information**

If you have any questions regarding this Privacy and Terms Policy, please contact Compass HRM at [info@compasshrm.com](mailto:info@compasshrm.com) or by mail at:

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