

# OrchestrateHR Terms and Conditions of Use

Effective as of July 17, 2020

Hello, and welcome to MyORCHR App. Please read our Terms and Conditions of Use (“Terms”) and Privacy Policy carefully because they affect your legal rights, including an agreement to resolve any disputes that may arise between us by arbitration on an individual basis instead of by class actions or jury trials.

## 1 Introduction

Thanks for choosing MyORCHR app (“MyORCHR”, “OrchestrateHR”, “we”, “us”, “our”). By signing up or otherwise using the OrchestrateHR service, websites, and software applications (together, the “OrchestrateHR Service” or “Service”), or accessing any content or material that is made available by OrchestrateHR through the Service (the “Content”) you are entering into a binding contract with OrchestrateHR, Inc.

The OrchestrateHR Service includes social and interactive features and relies on several technical requirements.

Your agreement with us includes these Terms and Conditions of Use (“Terms”) and our [Privacy Policy](#). (The Terms, Privacy Policy, and any additional terms that you agree to, as discussed in the Entire Agreement section, are referred to together as the “Agreements”.) If you wish to review the terms of the Agreements, the effective version of the Agreements can be found on OrchestrateHR website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the Agreements, then you may not use the OrchestrateHR Service or consume any Content.

**Please read the Agreements carefully.** They cover important information about OrchestrateHR Services provided to you and any charges, taxes, and fees which may be billed and who may access the information obtained and managed through OrchestrateHR Services. **The Agreements include information about future changes to the Agreements, export controls, automatic renewals, limitations of liability, privacy information, a class action waiver, and resolution of disputes by arbitration instead of in court.**

Any information that you provided during sign-up can be corrected during the sign-up process by returning to the previous screens and correcting erroneous information.

In order to use the OrchestrateHR Service and access the Content, you need to (1) be 18 or older, or be 13 or older and have your parent or guardian’s consent to the Agreements, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) be resident in the United States. You also promise that any registration information that you submit to OrchestrateHR is true, accurate, and complete, and you agree to keep it that way at all times.

## 2 Changes to the Agreements

Occasionally we may, in our discretion, make changes to the Agreements. When we make material changes to the Agreements, we’ll provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate the Agreements by contacting us through our website.

## 3 Enjoying OrchestrateHR

Here’s some information about all the ways you can enjoy OrchestrateHR.

### **3.1 Our Services & Cost Associated with those Services**

OrchestrateHR provides services related to human resource information management, including but not limited to payroll, human resource interaction, benefit enrollment and related functions. OrchestrateHR services are provided to users free-of-charge, but a fee may be paid by your employer.

## 4 Rights we grant you

The OrchestraHR Service and the Content are the property of OrchestraHR, Inc. or OrchestraHR's licensors. We grant you a limited, non-exclusive, revocable license to make use of the OrchestraHR Service, and a limited, non-exclusive, revocable license to make personal, non-commercial, entertainment use of the Content (the "License"). This License shall remain in effect until and unless terminated by you or OrchestraHR. You promise and agree that you are using the Content for your own personal, non-commercial, entertainment use and that you will not redistribute or transfer the OrchestraHR Service or the Content.

The OrchestraHR software applications and the Content are licensed, not sold, to you, and OrchestraHR and its licensors retain ownership of all copies of the OrchestraHR software applications and Content even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices ("Devices").

All OrchestraHR trademarks, service marks, trade names, logos, domain names, and any other features of the OrchestraHR brand ("OrchestraHR Brand Features") are the sole property of OrchestraHR or its licensors. The Agreements do not grant you any rights to use any OrchestraHR Brand Features whether for commercial or non-commercial use.

You agree to abide by our User guidelines and not to use the OrchestraHR Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in these Agreements, OrchestraHR grants no right, title, or interest to you in the OrchestraHR Service or Content.

Third-party software (for example, open source software libraries) included in the OrchestraHR Service are licensed to you either under the Agreements or under the relevant third-party software library's license terms as published in the help or settings section of our desktop and mobile client and/or on our website.

## 5 Third-party Applications

The OrchestraHR Service may be integrated with third-party applications, websites, and services ("Third-party Applications") to make available content, products, and/or services to you. These Third-party Applications may have their own terms and conditions of use and privacy policies and your use of these Third-party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that OrchestraHR does not endorse and is not responsible or liable for the behavior, features, or content of any Third-party Application or for any transaction you may enter into with the provider of any such Third-party Applications.

## 6 User-Generated Content

OrchestraHR users may post, upload, and/or contribute ("post") content to the Service ("User Content"), which includes any such content posted to the OrchestraHR Support as well as any other part of the OrchestraHR Service.

You promise that, with respect to any User Content you post on OrchestraHR, (1) you have the right to post such User Content, and (2) such User Content, or its use by OrchestraHR as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by OrchestraHR or any entity or individual without express written consent from such individual or entity.

OrchestraHR may, but has no obligation to, monitor, review, or edit User Content. In all cases, OrchestraHR reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in OrchestraHR's sole discretion, violates the Agreements. OrchestraHR may take these actions without prior notification to you or any third-party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. OrchestraHR is not responsible for User Content nor does it endorse any opinion contained in any User Content. **YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST ORCHESTRATEHR RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD ORCHESTRATEHR HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.**

## 7 Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right (1) to allow the OrchestraHR Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the OrchestraHR Service, the Content you view, including its selection and placement, may be influenced by commercial considerations, including agreements with third parties. Some Content licensed, provided to or otherwise made available by OrchestraHR (e.g. podcasts) may contain advertising as part of the Content. In such cases, OrchestraHR will make such Content available to you unmodified.

If you provide feedback, ideas or suggestions to OrchestraHR in connection with the OrchestraHR Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential, and you authorize OrchestraHR to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant OrchestraHR a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive any "moral rights" (or the equivalent under applicable law) such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

## 8 User guidelines

OrchestraHR respects intellectual property rights and expects you to do the same. We've established a few ground rules for you to follow when using the Service, to make sure OrchestraHR stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

The following is not permitted for any reason whatsoever:

- copying, redistributing, reproducing, recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the OrchestraHR Service or the Content, or otherwise making any use of the OrchestraHR Service or the Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the OrchestraHR Service or the Content or any part of it;
- using the OrchestraHR Service to import or copy any local files you do not have the legal right to import or copy in this way;
- transferring copies of cached Content from an authorized Device to any other Device via any means;
- reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the OrchestraHR Service, Content or any part thereof unless permitted by applicable law;
- circumventing any technology used by OrchestraHR, its licensors, or any third-party to protect the Content or the Service;
- selling, renting, sublicensing or leasing of any part of the OrchestraHR Service or the Content;
- circumventing any territorial restrictions applied by OrchestraHR or its licensors;
- artificially increasing User Content or otherwise manipulating the Services by using a script or other automated process;
- removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the OrchestraHR Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);
- providing your password to any other person or using any other person's username and password;
- "crawling" the OrchestraHR Service or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from OrchestraHR; or
- selling a user account, or otherwise accepting any compensation, financial or otherwise, to influence the name of an account or the content included on an account.

Please respect OrchestraHR, the owners of the Content, and other users of the OrchestraHR Service. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that:

- is offensive, abusive, defamatory, pornographic, threatening, or obscene;
- is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of OrchestraHR or a third-party;
- includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;
- includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;
- is intended to or does harass or bully other users;
- impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
- uses automated means to artificially promote content;
- involves the transmission of unsolicited mass mailings or other forms of spam ("spam"), junk mail, chain letters, or similar, including through the OrchestraHR inbox;
- involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by OrchestraHR;
- links to, references, or otherwise promotes commercial products or services, except as expressly authorized by OrchestraHR;
- interferes with or in any way disrupts the OrchestraHR Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or OrchestraHR's computer systems, network, usage rules, or any of OrchestraHR's security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or
- conflicts with the Agreements, as determined by OrchestraHR.

You acknowledge and agree that posting any such User Content may result in immediate termination or suspension of your OrchestraHR account. You also agree that OrchestraHR may also reclaim your username for any reason.

Please be thoughtful about how you use the OrchestraHR Service and what you share. The OrchestraHR Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public. Remember that shared or publicly available information may be used and re-shared by other users on OrchestraHR or across the web, so please use OrchestraHR carefully and be mindful of your account settings. OrchestraHR has no responsibility for your choices to post material on the Service.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

## **9 Infringement and reporting User Content**

OrchestraHR respects the rights of intellectual property owners. If you believe that any Content infringes your intellectual property rights or other rights, see OrchestraHR's copyright policy. If OrchestraHR is notified by a copyright holder that any Content infringes a copyright, OrchestraHR may in its absolute discretion take actions without prior notification to the provider of that Content. If the provider believes that the content is not infringing, the provider may submit a counter-notification to OrchestraHR with a request to restore the removed content.

If you believe that any Content does not comply with the User guidelines, please email us as directed from our website.

## **10 Service limitations and modifications**

OrchestraHR will make reasonable efforts to keep the OrchestraHR Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, OrchestraHR reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the OrchestraHR Service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the OrchestraHR Service or any function or feature thereof. You understand, agree, and accept that OrchestraHR has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. This section will be enforced to the extent permissible by applicable law. OrchestraHR and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

## **11 Customer support**

For customer support with account-related and payment-related questions (“Customer Support Queries”), please submit a ticket to our Customer Service department using the Customer Service contact form on the About Us section of our website. We will use reasonable endeavors to respond to all Customer Support Queries within a reasonable timeframe, but we make no guarantees or warranties of any kind that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer any such queries.

## **12 Export control**

OrchestrateHR’s products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. You warrant that you are (1) not located in Cuba, Iran, North Korea, Sudan, or Syria; and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from OrchestrateHR under the Agreements to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export control clause shall survive termination or cancellation of the Agreements.

## **13 Term and termination**

The Agreements will continue to apply to you until terminated by either you or OrchestrateHR. However, you acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. OrchestrateHR may terminate the Agreements or suspend your access to the OrchestrateHR Service at any time, including in the event of your actual or suspected unauthorized use of the OrchestrateHR Service and/or Content, or non-compliance with the Agreements. If you or OrchestrateHR terminate the Agreements, or if OrchestrateHR suspends your access to the OrchestrateHR Service, you agree that OrchestrateHR shall have no liability or responsibility to you, and OrchestrateHR will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your OrchestrateHR account, please contact us through the Customer Service contact form which is available on our About Us page. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

Sections 6, 7, 8, 10, 12, 13, 14, 15, 18, 17, 18, 19, 20, and 21 herein, as well as any other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

## **14 Warranty and disclaimer**

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE ORCHESTRATEHR SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE ORCHESTRATEHR SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ORCHESTRATEHR AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER ORCHESTRATEHR NOR ANY OWNER OF CONTENT WARRANTS THAT THE ORCHESTRATEHR SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, ORCHESTRATEHR MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY ON OR THROUGH THE ORCHESTRATEHR SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT ORCHESTRATEHR IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF THIRD-PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE ORCHESTRATEHR SERVICE. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE

CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM ORCHESTRATEHR SHALL CREATE ANY WARRANTY ON BEHALF OF ORCHESTRATEHR IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

## **15 Limitation and time for filing**

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE ORCHESTRATEHR SERVICE IS TO UNINSTALL ANY ORCHESTRATEHR SOFTWARE AND TO STOP USING THE ORCHESTRATEHR SERVICE. WHILE ORCHESTRATEHR ACCEPTS NO RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD-PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO ORCHESTRATEHR, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD-PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ORCHESTRATEHR, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE ORCHESTRATEHR SERVICE, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER ORCHESTRATEHR HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE ORCHESTRATEHR SERVICE, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO ORCHESTRATEHR DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits OrchestrateHR's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM AGAINST ORCHESTRATEHR MUST BE COMMENCED (BY FILING A DEMAND FOR ARBITRATION UNDER SECTION (24.2.1) OR FILING AN INDIVIDUAL ACTION UNDER SECTION (24.2.2) WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

## **16 Third-party rights**

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and OrchestrateHR, and in no event shall the Agreements create any third-party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

If you have downloaded the App from the Apple, Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and OrchestrateHR only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third-party relating to the Service or your possession and/or use of the Service, including, but not limited to: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar

legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or your possession and use of the App infringe that third-party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Service. Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **17 Entire Agreement**

Other than as stated in this section or as explicitly agreed upon in writing between you and OrchestrateHR, the Agreements constitute all the terms and conditions agreed upon between you and OrchestrateHR and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

Please note, however, that other aspects of your use of the OrchestrateHR Service may be governed by additional agreements. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

## **18 Severability and waiver**

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by OrchestrateHR or any third-party beneficiary to enforce the Agreements or any provision thereof shall not waive OrchestrateHR's or the applicable third-party beneficiary's right to do so.

## **19 Assignment**

OrchestrateHR may assign the Agreements or any part of them, and OrchestrateHR may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third-party.

## **20 Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify and hold OrchestrateHR harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the OrchestrateHR Service; and (4) your violation of any law or the rights of a third-party.

## **21 Choice of law, mandatory arbitration and venue**

### **21.1 Governing Law / Jurisdiction**

The Agreements (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state of Texas, United States of America, without regard to choice or conflicts of law principles.

Further, you and OrchestrateHR agree to the jurisdiction of the state courts of Dallas County, Texas to resolve any dispute, claim, or controversy that relates to or arises in connection with the Agreements (and any non-contractual disputes/claims relating to or arising in connection with them) and is not subject to mandatory arbitration under Section 21.2.1.

OrchestrateHR does not accept any codes of conduct as mandatory in connection with the services provided under this agreement.

### **21.2 ARBITRATION AGREEMENT**

This Arbitration Agreement applies only to users in the United States.

#### 21.2.1 Dispute resolution and arbitration

You and OrchestrateHR agree that any dispute, claim, or controversy between you and OrchestrateHR arising in connection with or relating in any way to these Agreements or to your relationship with OrchestrateHR as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) will be determined by mandatory binding individual (not class) arbitration. You and OrchestrateHR further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.

#### 21.2.2 Exceptions

Notwithstanding the clause above (21.2.1), you and OrchestrateHR both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Agreement doesn't stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

#### 21.2.3 No Class Or Representative Proceedings: Class Action Waiver

YOU AND ORCHESTRATEHR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and OrchestrateHR agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

#### 21.2.4 Arbitration rules

Either you or we may start arbitration proceedings. Any arbitration between you and OrchestrateHR will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Agreement. You and OrchestrateHR agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879. OrchestrateHR can also help put you in touch with the AAA.

Any arbitration hearings will take place in the county (or parish) of your billing address, provided that if the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

If you choose to file an arbitration proceeding and you are required to pay a filing fee, OrchestrateHR will reimburse you for that filing fee, unless your claim is for greater than US \$10,000, in which case you will be responsible for the filing fee. OrchestrateHR will pay any other arbitration fees, including your share of arbitrator compensation, unless otherwise required by AAA rules or court order. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

#### 21.2.5 Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address



on file for you, by electronic mail ("Notice"). OrchestrateHR's address for Notice is: OrchestrateHR, Inc., Attn: General Counsel, 5050 Spring Valley Road, Dallas, TX 75244, USA. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or OrchestrateHR may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or OrchestrateHR shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, and the arbitrator issues you an award that is greater than the value of OrchestrateHR's last written settlement offer, then OrchestrateHR will instead pay you either the amount of the award or \$1,000, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

#### [24.2.6 Enforceability](#)

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described in Section 24.1 shall govern any claim in court arising out of or related to the Agreements.

## **25 Contact us**

If you have any questions concerning the OrchestrateHR Service or the Agreements, please contact OrchestrateHR Customer Service by visiting the About Us section of our website.

Thank you for reading our Terms. We hope you enjoy OrchestrateHR!

Contracting entity:

OrchestrateHR, Inc.  
5050 Spring Valley Road, Dallas, TX 75244  
USA

# OrchestrateHR Privacy Policy

Effective as of September 15, 2018

## 1. Introduction

Thanks for choosing OrchestrateHR!

At OrchestrateHR, we want to give you the best possible experience to ensure that you enjoy our service today, tomorrow, and in the future. To do this we need to understand your habits so we can deliver an exceptional and personalized service specifically for you. That said, your privacy and the security of your personal data is, and will always be, enormously important to us. So, we want to transparently explain how and why we gather, store, share and use your personal data - as well as outline the controls and choices you have around when and how you choose to share your personal data.

That is our objective, and this Privacy Policy ("Policy") will explain exactly what we mean in further detail below.

## 2. About this Policy

This Policy sets out the essential details relating to your personal data relationship with OrchestrateHR. The Policy applies to all OrchestrateHR services and any associated services (referred to as the 'OrchestrateHR Service'). The terms governing your use of the OrchestrateHR Service are defined in our Terms and Conditions of Use (the "Terms and Conditions of Use").

From time to time, we may develop new or offer additional services. If the introduction of these new or additional services results in any change to the way we collect or process your personal data we will provide you with more information and additional terms or policies. Unless stated otherwise when we introduce these new or additional services, they will be subject to this Policy.

The aim of this Policy is to:

1. Ensure that you understand what personal data we collect about you, the reasons why we collect and use it, and who we share it with;
2. Explain the way we use the personal data that you share with us in order to give you a great experience when you are using the OrchestrateHR Service; and
3. Explain your rights and choices in relation to the personal data we collect and process about you and how we will protect your privacy.

We hope this helps you to understand our privacy commitments to you. For further clarification of the terms used in this Policy please visit contact us from our website on OrchestrateHR.com. For information on how to contact us if you ever have any questions or concerns, please see the 'How to Contact Us' Section 14 below. Alternatively, if you do not agree with the content of this Policy, then please remember it is your choice whether you want to use the OrchestrateHR Service.

## 3. Your rights and your preferences: Giving you choice and control

You may be aware that a new European Union law, called the General Data Protection Regulation or "GDPR" gives certain rights to individuals in relation to their personal data. Accordingly, we have implemented additional transparency and access controls in our Privacy Center and Privacy Settings to help users take advantage of those rights. As available and except as limited under applicable law, the rights afforded to individuals are:

- Right of Access - the right to be informed of and request access to the personal data we process about you;
- Right to Rectification - the right to request that we amend or update your personal data where it is inaccurate or incomplete;
- Right to Erasure - the right to request that we delete your personal data;
- Right to Restrict - the right to request that we temporarily or permanently stop processing all or some of your personal data;
- Right to Object - the right, at any time, to object to us processing your personal data on grounds relating to your particular situation, and the right to object to your personal data being processed for direct marketing purposes;

- Right to Data Portability - the right to request a copy of your personal data in electronic format and the right to transmit that personal data for use in another party's service; and
- Right not to be subject to Automated Decision-making - the right to not be subject to a decision based solely on automated decision making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

In order to enable you to exercise these rights with ease and to record your preferences in relation to how OrchestrateHR uses your personal data, we provide you with access to the following settings via your Account Settings page:

- **Privacy Settings** - allows you to control some of the categories of personal data we process about you, enables you to access your personal data via a 'Download my Data' button, and includes a link to the Privacy Center on OrchestrateHR.com where you can find out more information about how OrchestrateHR uses your personal data and what your rights are; and,
- **Notification Settings** - allows you to choose which communications you receive from OrchestrateHR, manage your publicly available personal data, and set your sharing preferences.

The Privacy Center puts you in control of how OrchestrateHR processes your personal data. It provides you with information about what happens if you adjust your settings on your Account Settings page and how to opt out of receiving certain messages from OrchestrateHR. If we send you electronic marketing messages based on your consent or as otherwise permitted by applicable law, you may, at any time, respectively withdraw such consent or declare your objection ("opt-out") at no cost. The electronic marketing messages you receive from OrchestrateHR (e.g. those sent via email) also will include an opt-out mechanism within the message itself (e.g. an unsubscribe link in the emails we send to you).

You can find out more about the GDPR rights described above and the controls we provide to all OrchestrateHR users with respect to these rights in the 'Your Rights' section contained in the Privacy Center. If you have any questions about your privacy, your rights, or how to exercise them, please contact our Data Protection Officer using the 'Contact Us' form on the Privacy Center. We will respond to your request within a reasonable period of time upon verification of your identity. If you are unhappy with the way we are using your personal data you can also contact and are free to lodge a complaint with the Swedish Data Protection Authority (Datainspektionen) or your local Data Protection Authority.

#### 4. How do we collect your personal data?

We collect your personal data in the following ways:

1. **When you sign up for the OrchestrateHR Service** - when you sign up to the OrchestrateHR Service, we collect certain personal data so you can use the OrchestrateHR Service such as your email address, birth date, gender, and country.
2. **Through your use of the OrchestrateHR Service** - when you use the OrchestrateHR Service, we collect personal data about your use of the OrchestrateHR Service, such as your exercise, progress toward goals, images related to your exercise and similar data.
3. **Personal data collected that enables us to provide you with additional features/functionality** - from time to time, you also may provide us with additional personal data or give us your permission to collect additional personal data e.g. to provide you with more features or functionality. You always will have the option to change your mind and withdraw your consent at any time.
4. **From third parties** - we will receive personal data about you and your activity from third parties, including advertisers and partners we work with in order to provide you with the OrchestrateHR Service (please see 'Sharing your personal data' Section 7 below). We will use this personal data either where you have provided your consent to the third-party or to OrchestrateHR to that data sharing taking place or where OrchestrateHR has a legitimate interest to use the personal data in order to provide you with the OrchestrateHR Service.

We use anonymized and aggregated information for purposes that include testing our IT systems, research, data analysis, creating marketing and promotion models, improving the OrchestrateHR Service, and developing new features and functionality within the OrchestrateHR Service.

#### 5. What personal data do we collect from you?

We have set out in the tables below the categories of personal data we collect and use about you:

Personal data collected when you sign up for the OrchestrateHR Service

<b>Categories of personal data</b>	<b>Description of category</b>
Account Registration Data	<p>This is the personal data that is provided by you or collected by us to enable you to sign up for and use the OrchestrateHR Service. This includes your email address, birth date, gender, postal code, and country.</p> <p>Some of the personal data we will ask you to provide is required in order to create your account. You also have the option to provide us with some additional personal data in order to make your account more personalized.</p> <p>The exact personal data we will collect depends on the type of OrchestrateHR Service plan you sign up for and whether or not you use a Third-party Service (as defined in the Terms and Conditions of Use, such as Facebook) to sign up and use the OrchestrateHR Service. If you use a Third-party Service to create an account, we will receive personal data via that Third-party Service but only when you have consented to that Third-party Service sharing your personal data with us.</p>

Personal data collected through your use of the OrchestrateHR Service

<b>Categories of personal data</b>	<b>Description of category</b>
OrchestrateHR Service Usage Data	<p>This is the personal data that is collected about you when you are using the OrchestrateHR Service - this may include:</p> <ul style="list-style-type: none"><li>▪ Information about your type of OrchestrateHR Service plan.</li><li>▪ Information about your interactions with the OrchestrateHR Service which includes the date and time of any requests you make, exercise routine and performance, and your interactions with other OrchestrateHR users. This also may include details of your use of Third-party Applications and advertising you receive.</li><li>▪ User Content (as defined in the Terms and Conditions of Use) you post to OrchestrateHR including messages you send and/or receive via OrchestrateHR and your interactions with the OrchestrateHR Customer Service team.</li><li>▪ Technical Data which may include URL information, cookie data, your IP address, the types of devices you are using to access or connect to the OrchestrateHR Service, unique device IDs, device attributes, network connection type (e.g. WiFi, 3G, LTE, Bluetooth) and provider, network and device performance, browser type, language, information enabling digital rights management, operating system, and OrchestrateHR application version. Further details about the technical data that is processed by us can be found in our Cookies Policy.</li><li>▪ Motion-generated or orientation-generated mobile sensor data (e.g. accelerometer or gyroscope) required for the purposes of providing specific features of the OrchestrateHR Service to you.</li></ul>

Personal data collected with your permission that enables us to provide you with additional features/functionality

Categories of personal data	Description of category
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**Voluntary Mobile Data** In addition to the mobile data we collect to provide you with the OrchestrateHR Service (outlined above), you also have the option to give us your consent to collect additional personal data from your mobile device to provide you with features/functionality that will enhance your OrchestrateHR Service experience.

We will not access any of the personal data listed below without first obtaining your consent:

- Your photos - If you give us permission to access your photos or camera, we will only access images that you specifically choose to share with us and metadata related to those images, such as the type of file and the size of the image. We will never scan or import your photo library or camera roll;
- Your precise mobile device location - If you give us permission to access your precise location, this enables us to access your GPS or Bluetooth to provide location-aware functionality in the OrchestrateHR Service. Please note that this does not include your IP address. We use your IP address to determine non-precise location, for example, what country you are in to comply with our licensing agreements;
- Your voice data - If you give us permission, this enables us to access the voice commands captured via your device microphone to enable you to interact with the OrchestrateHR Service with your voice. Please note you will always have the ability to turn off the microphone feature; and,
- Your contacts - If you give us permission to access your contacts, this enables us to access individual contacts stored on your device to help you find friends who use OrchestrateHR.

**Marketing Data** This personal data is used to enable OrchestrateHR and our partners / service providers to send you marketing communications either:

- Via email;
- Whilst using the OrchestrateHR Service; and/or
- Direct from the third-party.

You can find out more about the personal data collected and the controls you have in relation to the marketing communications you receive via the Privacy Center

## 6. What do we use your personal data for?

When you use or interact with the OrchestrateHR Service, we use a variety of technologies to process the personal data we collect about you for various reasons. We have set out in the table below the reasons why we process your personal data, the associated legal bases we rely upon to legally permit us to process your personal data, and the categories of personal data (identified in Section 5 'What personal data do we collect from you?') used for these purposes:

Description of why OrchestrateHR processes your personal data ('processing purpose')	Legal Basis for the processing purpose	Categories of personal data used by OrchestrateHR for the processing purpose
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To provide, personalize, and improve your experience with the OrchestrateHR Service and other services and products provided by OrchestrateHR, for example by providing

- Performance of a Contract

- Account Registration Data

Description of why OrchestraHR processes your personal data ('processing purpose')	Legal Basis for the processing purpose	Categories of personal data used by OrchestraHR for the processing purpose
customized, personalized, or localized content, recommendations, features, and advertising on or outside of the OrchestraHR Service (including for third-party products and services).	<ul style="list-style-type: none"> <li>▪ Legitimate Interest</li> </ul>	<ul style="list-style-type: none"> <li>▪ Service Usage Data</li> </ul>
To understand how you access and use the OrchestraHR Service to ensure technical functionality of the OrchestraHR Service, develop new products and services, and analyze your use of the OrchestraHR Service, including your interaction with applications, advertising, products, and services that are made available, linked to, or offered through the OrchestraHR Service.	<ul style="list-style-type: none"> <li>▪ Performance of a Contract</li> <li>▪ Legitimate Interest</li> </ul>	<ul style="list-style-type: none"> <li>▪ Account Registration Data</li> <li>▪ Service Usage Data</li> </ul>
To communicate with you for OrchestraHR Service-related purposes.	<ul style="list-style-type: none"> <li>▪ Performance of a Contract</li> <li>▪ Legitimate Interest</li> </ul>	<ul style="list-style-type: none"> <li>▪ Account Registration Data</li> <li>▪ Service Usage Data</li> </ul>
<p>To communicate with you, either directly or through one of our partners, for:</p> <ul style="list-style-type: none"> <li>▪ marketing,</li> <li>▪ research,</li> <li>▪ participation in contests, surveys and sweepstakes,</li> <li>▪ promotional purposes,</li> </ul> <p>via emails, notifications, or other messages, consistent with any permissions you may have communicated to us (e.g., through your Account Settings page).</p>	<ul style="list-style-type: none"> <li>▪ Consent</li> <li>▪ Legitimate Interest</li> </ul>	<ul style="list-style-type: none"> <li>▪ Contests, Surveys and Sweepstakes Data</li> <li>▪ Marketing Data</li> </ul>
To provide you with features, information, advertising, or other content which is based on your specific location.	<ul style="list-style-type: none"> <li>▪ Consent</li> </ul>	<ul style="list-style-type: none"> <li>▪ Voluntary Mobile Data</li> </ul>

If you require further information about the balancing test that OrchestraHR has undertaken to justify its reliance on the legitimate interest legal basis under the GDPR, please see Section 14 'How to contact us' for further details on how to contact us.

## **7. Sharing your personal data**

We have set out the categories of recipients of the personal data collected or generated through your use of the OrchestraHR Service.

Publicly available information

The following personal data will always be publicly available on the OrchestraHR Service: your name and/or username, profile picture, who you follow and who follows you on the OrchestraHR Service.

Personal data you may choose to share

The following personal data will only be shared with the categories of recipients outlined in the table below if:

- you choose to make use of a specific OrchestraHR Service feature where sharing of particular personal data is required for the proper use of the OrchestraHR Service feature; or
- you grant us your permission to share the personal data, e.g. by selecting the appropriate setting in the OrchestraHR Service.

Categories of Recipients	Reason for sharing
Third-party Applications you connect to your OrchestraHR Account	If you connect your OrchestraHR account to a Third-party Application, OrchestraHR may share your Service Usage Data so you can connect to your OrchestraHR account.
Third-party Applications you use to log into OrchestraHR	If you log into a Third-party Application using your OrchestraHR account credentials, then that Third-party Application may have access to certain Service Usage Data such as your saved content and activity. You will receive a notification before connecting to the Third-party Application to let you know what personal data will be shared / accessible to that Third-party Application.
Your OrchestraHR Followers	There also may be times when you want us to share certain Service Usage Data, specifically information about your use of OrchestraHR, with other OrchestraHR users known as 'Your OrchestraHR Followers'.

Learn more about how to manage notifications, your publicly available information, and what you share with others in the 'Your rights and your preferences: Giving you choice and control' Section 3 of this Policy and on the Privacy Center.

Information we may share

Categories of Recipients	Reason for sharing
Service Providers and Others	We use technical service providers which may operate the technical infrastructure that we need to provide the OrchestraHR Service, in particular providers which host, store, manage, and maintain the OrchestraHR application, its content and the data we process. We use technical service providers to help us communicate with you, as described in Section 6 of this Policy. We use marketing and advertising partners to show you more tailored content, or to help us understand your use of the OrchestraHR Service, to provide you with a better service. We also may share personal data with certain marketing and advertising partners to send you promotional communications about OrchestraHR.
OrchestraHR Partners	If you access the OrchestraHR Service through an offer that you received or purchased from a third-party such as your mobile network operator, we share personal data with that third-party about your use of the OrchestraHR Service, such as whether and to what extent you have used the offer, activated a OrchestraHR account, or actively used the OrchestraHR Service. Depending on how you sign up for the OrchestraHR Service (e.g. through a third-party service or a mobile provider), we share your OrchestraHR username or other Account Registration Data as necessary to enable your account.

Categories of Recipients	Reason for sharing
	<p>We also may share your personal data in a pseudonymized format with our industry partners to help them understand how the content they license to us is performing and to enable you to listen to streaming content via the OrchestrateHR Service.</p> <p>We also share your personal data in a pseudonymized format with marketing partners who help us with promotional efforts and with advertisers that allow us to offer a free service.</p>
Academic Researchers	We will share your personal data for activities such as statistical analysis and academic study but only in a pseudonymized format.
Other OrchestrateHR Group Companies	We will share your personal data with other OrchestrateHR Group companies to carry out our daily business operations and to enable us to maintain and provide the OrchestrateHR Service to you.
Law Enforcement and Data Protection Authorities	<p>We will share your personal data when we in good faith believe it is necessary for us to do so in order to comply with a legal obligation under applicable law, or respond to valid legal process, such as a search warrant, a court order, or a subpoena.</p> <p>We also will also share your personal data where we in good faith believe that it is necessary for the purpose of our own, or a third-party's legitimate interest relating to national security, law enforcement, litigation, criminal investigation, protecting the safety of any person, or to prevent death or imminent bodily harm, provided that we deem that such interest is not overridden by your interests or fundamental rights and freedoms requiring the protection of your personal data.</p>
Purchasers of our business	We will share your personal data in those cases where we sell or negotiate to sell our business to a buyer or prospective buyer. In this situation, OrchestrateHR will continue to ensure the confidentiality of your personal data and give you notice before your personal data is transferred to the buyer or becomes subject to a different Privacy Policy.

## **8. Data retention and deletion**

We keep your personal data only as long as necessary to provide you with the OrchestrateHR Service and for legitimate and essential business purposes, such as maintaining the performance of the OrchestrateHR Service, making data-driven business decisions about new features and offerings, complying with our legal obligations, and resolving disputes. We keep some of your personal data for as long as you are a user of the OrchestrateHR Service. For example, we keep your account information.

If you request, we will delete or anonymize your personal data so that it no longer identifies you, unless, we are legally allowed or required to maintain certain personal data, including situations such as the following:

- If there is an unresolved issue relating to your account, such as an outstanding credit on your account or an unresolved claim or dispute we will retain the necessary personal data until the issue is resolved;
- Where we are required to retain the personal data for our legal, tax, audit, and accounting obligations, we will retain the necessary personal data for the period required by applicable law; and/or,
- Where necessary for our legitimate business interests such as fraud prevention or to maintain the security of our users.



## **9. Transfer to other countries**

OrchestrateHR shares your personal data globally with other companies in the OrchestrateHR Group in order to carry out the activities specified in this Policy. This includes to OrchestrateHR Group companies in the following countries: Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Hong Kong, Italy, Japan, Luxembourg, Mexico, The Netherlands, Poland, Singapore, Spain, Sweden, Switzerland, Taiwan, Turkey, United Kingdom and the United States of America. OrchestrateHR may also subcontract processing to, or share your personal data with, third parties located in countries other than your home country. Your personal data, therefore, may be subject to privacy laws that are different from those in your country of residence.

Personal data collected within the European Union and Switzerland may, for example, be transferred to and processed by third parties located in a country outside of the European Union and Switzerland. In such instances OrchestrateHR shall ensure that the transfer of your personal data is carried out in accordance with applicable privacy laws and, in particular, that appropriate contractual, technical, and organizational measures are in place such as the Standard Contractual Clauses approved by the EU Commission.

For further details of the security measures we use to protect your personal data, please see the 'Keeping your personal data safe' Section 11 of this Policy.

## **10. Links**

We may display advertisements from third parties and other content that links to third-party websites. We cannot control or be held responsible for third parties' privacy practices and content. If you click on a third-party advertisement or link, please understand that you are leaving the OrchestrateHR Service and any personal data you provide will not be covered by this Policy. Please read their privacy policies to find out how they collect and process your personal data.

## **11. Keeping your personal data safe**

We are committed to protecting our users' personal data. We implement appropriate technical and organizational measures to help protect the security of your personal data; however, please note that no system is ever completely secure. We have implemented various policies including pseudonymization, encryption, access, and retention policies to guard against unauthorized access and unnecessary retention of personal data in our systems.

Your password protects your user account, so we encourage you to use a unique and strong password, limit access to your computer and browser, and log out after having used the OrchestrateHR Service.

## **12. Children**

The OrchestrateHR Service is not directed to children under the age of 13 years. However, in some countries, stricter age limits may apply under local law. Please see our Terms and Conditions of Use for further details.

We do not knowingly collect personal data from children under 13 years or under the applicable age limit (the "Age Limit"). If you are under the Age Limit, please do not use the OrchestrateHR Service, and do not provide any personal data to us.

If you are a parent of a child under the Age Limit and become aware that your child has provided personal data to OrchestrateHR, please contact us using the 'Contact Us' form on the Privacy Center, and you may request exercise of your applicable rights detailed in the 'Your rights and your preferences: Giving you choice and control' Section 3 of this Policy.

If we learn that we have collected the personal data of a child under the age of 13 years, we will take reasonable steps to delete the personal data. This may require us to delete the OrchestrateHR account for that child.

## **13. Changes to this Privacy Policy**

We may occasionally make changes to this Policy.

When we make material changes to this Policy, we'll provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the OrchestrateHR Service or by sending you an email. We may notify you in advance.

Please, therefore, make sure you read any such notice carefully.

If you want to find out more about this Policy and how OrchestrateHR uses your personal data, please visit the Privacy Center on OrchestrateHR.com to find out more.

#### **14. How to contact us**

Thank you for reading our Privacy Policy. If you have any questions about this Policy, please contact our Data Protection Officer by using the 'Contact Us' form on our website or by writing to us at the following address:

OrchestrateHR, Inc.  
5050 Spring Valley Road

Dallas, TX 75244 USA

We hope you enjoy OrchestrateHR!  
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