

TERMS OF USE

1. INTRODUCTION.

1.1. Governing Terms. These Terms of Use, along with any additional terms and conditions that are referenced herein or that are presented elsewhere on any of the Sites (as defined below) in relation to a specific service or feature (collectively "Terms of Use") set forth the agreement between Good Day's Work, LLC ("Good Day's Work," "we," "us," or "our") and our enterprise customers and other users of our Sites ("you" or "your"), including the OSHA safety-training and compliance reporting software platform, and any other features and services available from the sites (collectively the "Sites"). By using the Site, you agree to comply with all of the terms and conditions hereof. If you do not agree to these Terms of Use, you should not access or use the Sites.

1.2. Activation of Services. In addition to viewing and usage of the publicly available Sites, you may engage us to provide certain services available via our Sites (such as online classes and quizzes, and safety data collection and reporting) (collectively, the "Services") on your behalf and to your employees, consultants, independent contractors and other third parties (collectively, your "Workers"). In such event, your Workers will be asked to register as described below and both you and your Workers agree to be bound by these Terms of Use as a user of our Sites.

1.3. Registration. You and your Workers may be given the opportunity to register via an online registration form to create a user account (your "Account") that may allow you to utilize the Services and receive information from us (such as quiz scores, other reporting, and notice regarding required or suggested training, and other marketing material). We will use the information provided to us in accordance with our policies and procedures, determined in our sole discretion but subject to our Privacy Policy. By registering, you or your Worker, as the case may be, (i) represent and warrant that all information provided on the registration form is current, complete and accurate to the best of your knowledge; (ii) agree to maintain and promptly update your registration information on the Sites so that it remains current, complete and accurate; (iii) acknowledge and agree that any password provided by the same for such Account may be relied upon by us to identify you; and (iv) agree and understand that the same is responsible for all use of such Account, regardless of whether such access or use was authorized, and for ensuring that all use of such Account complies fully with the provisions of these Terms of Use.

1.4. Equipment. You or your Workers are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of our Sites and all charges related to the same.

2. PAYMENT.

2.1. Your use of our Services is subject to prior payment of all amounts due. You agree to pay all amounts as set forth via the Sites' Pricing Calculator at the time that you purchase the relevant Services, and the license and access thereto, on a per-Worker subscription basis (each a "Subscription" and the fee being the "Subscription Fee") and for additional "credits" which you may wish choose to purchase, or by purchase based on a flat fee per-Worker per year subscription. Each individual Worker will be required to access the Services via his or her own individual Subscription and Account. In addition, you agree and understand that continued use of our Services may require ongoing purchases by you of "credits", and payment for the same if you purchase under those terms. You are responsible for any taxes resulting from the use of or payment for the Services.

2.2. You hereby acknowledge and agree that:

A. The Subscription Fee is paid annually in advance on a per-Worker basis for each license requested by you. Once assigned to a Worker, each Subscription is personal and not transferable for the remainder of the subscription year. Subscription Fees are not refundable or prorated under any circumstances. For clarity, in the event you add additional Workers by purchasing additional Subscriptions outside of your initial registration or annual renewal date (occurring on the anniversary of such initial registration), the associated Subscription Fee will purchase a Subscription (and thus grant a license to the applicable Worker) only for the remainder of your subscription year.

B. Notwithstanding anything herein to the contrary, all pricing is subject to change without prior notice.

C. Any returned payment will be subject to a returned payment fee equal to \$35 or the maximum amount allowed by law, whichever is lesser. In addition, you will be responsible for any and all costs of collections, including reasonable attorney's fees and court costs. Any overdue and unpaid payments will be subject to interest at the rate of 1.5% per month (or the maximum amount permitted by law if lesser).

D. All payments made by you to us are processed by a third party as may be selected in our sole discretion from time to time (such as Authorize.net). Any information submitted to us in relation to a payment (including, but not limited to, names, addresses, contact information, credit card numbers, and bank routing and account numbers) may be transferred to such third party for payment processing and will be subject to such third party's terms and conditions.

3. LICENSE.

3.1. Grant. For each Subscription purchased, subject to payment of the amounts due hereunder and adherence to these Terms of Use, we hereby grant you and your Worker a limited, non-exclusive, personal, non-sublicensable, non-transferable license to access and use our Services covered hereunder for training purposes in the United States of America and its territories. We retain all rights not expressly granted hereunder.

3.2. Restrictions. You and your Workers agree not to, and to not allow any third party to:

A. copy or modify or create any derivative works based on our Sites or Services;

B. reverse engineer, disassemble, decompile, adapt, modify, translate, or otherwise attempt to derive the source code of our Sites or Services; or

C. rent, lease, loan, resell, transfer, sublicense or distribute our Services or any part thereof in anyway, including making the same available to others via shared screening or access to a single Account; or

D. use our Services or Sites to develop a competing product to our Services or Sites.

4. DATA COLLECTION.

4.1. By use of our Sites and Services, you and your Workers agree to our Privacy Policy.

4.2. You and your Workers agree that information submitted in setting up an Account, viewing classes, and participating in quizzes (including scoring) may be: (i) used for any and all purpose by us subject to our Privacy Policy; and (ii) shared with our third-party service providers subject to our Privacy Policy. Additionally, your Workers agree that such information may be shared with you, on an individual Worker basis and in the aggregate.

4.3. You and your Workers agree that we may collect injury report information as submitted by you and your Workers without any obligation or liability in relation to its accuracy. You and our Workers further agree that (i) we may provide the same such information, on an incident by incident basis and in the aggregate, to you and (ii) we may use such information in the aggregate for our own purposes and in our sole discretion, subject to the Privacy Policy.

4.4. We may retain any and all information for as long as we deem fit, in our sole discretion, but will have no obligation to retain any information submitted or collected from you or your Workers beyond 3 years following its submission or collection.

5. COPYRIGHTS; TRADEMARKS.

5.1. The Sites and Services contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, branding, and the entire contents of the Sites are copyrighted as a collective work under the United States copyright laws. We license or own copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You and your Workers acknowledge no transfer of any ownership rights occur by use of or by downloading our copyrighted material. Any unauthorized use or modification of the materials on our Sites may violate copyright laws, trademark laws, the laws of privacy and publicity, contract, and communications regulations and statutes and any other applicable laws. We expressly reserve all rights, except as may be granted hereunder, and any and all remedies available under applicable law, regulations and statutes.

5.2. We, our parent, subsidiaries and affiliates, own all rights to trademarks and trade dress used in connection with the Sites and Services. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. All other trademarks and trade dress appearing on the Sites or Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

6. THIRD PARTY CONTENT.

6.1. Third Party/ User Comments, Opinions and Statements. To the extent that we are distributor (and not a publisher) of content supplied by third parties and users, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers or users of the Sites, are those of the respective author(s) or distributor(s) and not ours. Neither us nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In these instances, the content available through the Sites represents the opinions and judgments of the respective user or information provider. We do not endorse and are not in any way responsible for the accuracy or reliability of any opinion, advice or statement made on the Sites by any third party. Under no circumstances will we liable for any loss or damage caused by your use or reliance on information obtained through the Sites, and we will not be responsible for any actions or inaction on you or your Workers' part based on the information that is presented on the Sites. It is the user's responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content

available through the Sites. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

6.2. Advertisements and Promotions. We may run advertisements and promotions from third parties on the Sites. Business dealings or correspondence with, or participation in promotions of, advertisers other than with us, and any terms, conditions, warranties or representations associated with such dealings, are solely between the user and such third party. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Sites.

7. **USER CONTENT.**

7.1. Interactive Areas. The Sites and Services may contain interactive areas in which you or your Workers may post or upload comments or user-generated content such as video, photos, messages, questions, other materials or items (collectively, "User Content"). You and your Workers are solely responsible for use of any interactive areas and use them at your own risk. By submitting User Content to an interactive area, a party represents that it is 13 years of age or older and, if under the age of 18, either an emancipated minor, or have obtained the legal consent of a parent or legal guardian to enter into these Terms of Use, submit content, participate on the Site and Services, and fulfill the obligations set forth in these Terms of Use, which forms a binding contract between such party and us.

7.2. Community Guidelines. A party submitting any User Content or participating in an interactive area within or in connection with the Sites or Services, thereby agrees to:

- A. not upload, post or otherwise transmit any User Content that violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;
- B. not upload, post or otherwise transmit any obscene material or User Content that is offensive to the online community, including blatant expressions of bigotry, racism, abusiveness, vulgarity or profanity;
- C. not upload, post or otherwise transmit any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;
- D. not upload, post or otherwise transmit any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;
- E. not upload, post or otherwise transmit, without our express prior approval, User Content which contains advertising or any solicitation with respect to products or services;
- F. not upload, post or otherwise transmit User Content that does not generally pertain to the designated topic or theme of any Interactive Area;
- G. not impersonate any person or entity, including, but not limited to, any employee or agent of ours, or falsely state or otherwise misrepresent the user's affiliation with any person or entity;
- H. not interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Sites' or Services' users or posting private information about a third party;
- I. not upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component;
- J. not interfere with or disrupt the Sites or Services or the servers or networks connected to the same, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites or Services;

K. not upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation

L. not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use of the Site, or access to the Site

M. not upload, post, or otherwise transmit any User Content protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right and shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission;

7.3. Any conduct that in our sole discretion restricts or inhibits anyone else from using or enjoying the Sites or Services will not be permitted. We reserve the right in its sole discretion to remove or edit User Content and to terminate Accounts for any violation of these Community Guidelines.

7.4. Monitoring. We have the right, but not the obligation, to monitor User Content posted or uploaded to the Sites or Services to determine compliance with these Terms of Use and any operating rules established by us and to satisfy any law, regulation or authorized government request. We reserve the right, and have absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Sites or Services at any time and for any reason, and have no obligation or responsibility for creating backup copies of and replacing any User Content.

7.5. License to User Content. By submitting User Content to the Site, such party automatically grants us the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content. Such party warrants that such User Content is accurate and not misleading, and that use and posting or other transmission of such User Content does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity. We will have the right to pursue at law any person or entity that violates our rights in the User Content by a breach of these Terms of Use.

7.6. Moral Rights. If it is determined that a party retains moral rights (including rights of attribution or integrity) in the User Content, such party hereby declares that (a) it does not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) it has no objection to the publication, use, modification, deletion and exploitation of the User Content by us or our licensees, successors and assigns; (c) it forever waives and agrees not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) it forever releases us and our licensees, successors and assigns, from any claims that it could otherwise assert against us by virtue of any such moral rights. Such user also permits any other user to access, view, store or reproduce the User Content for that user’s personal use.

7.7. User Content will be considered non-confidential and we are under no obligation to treat such User Content as proprietary information except pursuant to our Privacy Policy. Without limiting the foregoing, we reserve the right to use any User Content as we deem appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. We are under no obligation to offer any payment for User Content submitted or the opportunity to edit, delete or otherwise modify User Content once it has been submitted. We will have no duty to attribute authorship of User Content to the submitting user, and will not be obligated to enforce any form of attribution by third parties.

8. DISCLAIMER OF WARRANTY; LIMITATIONS ON LIABILITY.

8.1. YOU AND YOUR WORKERS EXPRESSLY AGREE THAT USE OF THE SITES AND/OR SERVICES, AND THE CONTENT AND VIDEOS AVAILABLE VIA THE SAME, IS AT YOUR SOLE RISK. NEITHER US, OUR SUBSIDIARIES, AFFILIATES, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITES OR SERVICES, OR AS TO THE ACCURACY, CORRECTNESS, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SITES, INCLUDING THE SERVICES. THE SITES, SERVICES AND OTHER DOWNLOADABLE CONTENT OR SOFTWARE, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

8.2. THE SERVICES, VIDEOS AND CONTENT PROVIDED VIA THE SITES EXHIBIT BEST PRACTICES TO BE USED; HOWEVER, IN NO EVENT WILL WE, OUR PARENT, SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSON OR PROPERTY, INCLUDING SERIOUS BODILY INJURY AND DEATH, DIRECT, INDIRECT, INCIDENTAL, LOSS OF PROFITS, LOSS OF GOODWILL, OR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, THAT MAY NEVERTHELESS RESULT FROM FOLLOWING SAID BEST PRACTICES OR OTHERWISE ARISE FROM USE OF, OR INABILITY TO USE, THE SITE OR SERVICES WHETHER SUCH CLAIM IS MADE IN CONTRACT, IN TORT, OR OTHERWISE.

8.3. IN NO EVENT WILL WE, OUR PARENT, SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS BE LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SITES OR SERVICES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU OR YOUR WORKERS, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY.

8.4. Although we will take commercially reasonable steps to protect your privacy and information submitted to us, we cannot guarantee the security of such information at all times or against all forms of attack. Because of the same, we hereby disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information.

9. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Good Day's Work, our parent, subsidiaries, and affiliates, and their respective directors, officers, managers, employees, members, and agents from and against any and all third-party claims, injuries, losses damages, suits and expenses, including attorneys' fees, arising out of or related to the use of the Sites, Services or Accounts by you or your Workers.

10. TERMINATION.

10.1. By Us. We have the right to immediately terminate your Subscription(s) or Account(s) (or that of any of your Workers), or suspend access to any portion of the Sites or Services, in our sole discretion, in the event of any conduct by you any of your Workers in breach of these Terms of Use.

10.2. By You. You have the right to immediately terminate your Subscription(s) and the Accounts of your Workers without prior notice; provided, however, no full or partial refunds of payments made to us will be issued.

10.3. Survival or Provisions. The provisions of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 shall survive any termination of your Subscription(s) and/or Account(s).

10.4. Retrieval of Information. Upon termination of your Subscription(s) and Account(s), we will allow you to access all non-aggregated information stored by us in relation to your Subscription(s) and Account(s), and any reported incident information, in the manner and format as we may choose, in our sole discretion. We may destroy all such information 60 days after providing you notice of the availability of the same for retrieval.

11. MISCELLANEOUS.

11.1. Entire Agreement. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

11.2. Governing Law; Jurisdiction. These Terms of Use shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. All claim or proceedings arising under or in relation to the Sites or the Services will be brought solely in the state and federal courts located within Tippecanoe County, Indiana.

11.3. Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

11.4. Headings. The section headings used herein are for convenience only and shall not be given any legal import.

11.5. Changes to Terms of Use. We may modify the Terms of Use, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of our Site after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

11.6. Changes to Sites and Services. We may, from time to time, change or update the Sites and Services in an effort to provide the most relevant and up to date information and services, which may require the Sites or Services be suspended for such maintenance; provided, however we do not represent or guarantee that the same will be updated at any time or that the information we provide will always be current and representative of the then applicable rules, laws or regulations. In addition, we may change, alter or replace any aspect, service or feature of our Sites or the Services at any time, including, but not limited to, content, hours of availability, and equipment needed for access or use. In such event, we will make reasonable efforts to provide prior notice to you.

12. **COPYRIGHT INFRINGEMENT CLAIMS**. In accordance with the Digital Millennium Copyright Act of 1998, we will respond to claims of copyright infringement committed using our Sites or the Services if such claims are reported to our designated copyright agent identified below by the copyright owner or an agent authorized to act on behalf of such owner and includes (i) the infringed copyrighted work; (ii) the infringing material or link; (iii) the submitter's company affiliation, address, email and phone number; and (iv) the submitters full legal name and electronic or physical signatures; and (v) both statements that (a) the notice is submitted with the good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent or by the law, and (b) under penalty of perjury, the submitter verifies that both the information in the notice is accurate and the

submitter is authorized to act by the copyright owner or its agent. Our designated copyright agent's contact is:

Good Day's Work
250 Main Street, Suite 540
Lafayette, IN 47901

or

don@gooddayswork.ag

13. **CONTACT INFORMATION.** For web posting, reprint, transcript or licensing requests for our material, or for any other questions, comments or concerns, please contact:

info@gooddayswork.ag

These Terms of Use were last updated on April 20, 2017.

PRIVACY POLICY

Good Day's Work, LLC ("**Good Day's Work**," "**we**," "**us**," or "**our**") is committed to protecting the privacy of its online users' and customers' ("**you**" or "**your**") information. As such, we provide this Privacy Policy explaining our online information practices and the choices you can make about the way your information is collected and used. This Privacy Policy applies to the users of all Good Day's Work websites (collectively, "**Sites**"), as well as the services available via our Sites (such as online classes and quizzes, and safety data collection and reporting) (collectively, the "**Services**").

By accessing or using our Sites or Services, you acknowledge that this Privacy Policy is part of our Terms and Use, agree to be bound by all of its terms and conditions, and represent that you are at least 18 years of age, or, if younger than 18 years of age, that you are not younger than 13 years of age and have your parents or guardians permission to use our Sites and/or Services. If you do not agree to these terms do not access or use our Sites or Services.

We reserve the right to change the Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means of posting a notification on our Sites. It is your responsibility to review our Site and this Privacy Policy periodically and to be aware of any modifications. Your continued use of our Sites or Services after such modifications will constitute your acknowledgement of the modified Privacy Policy and your agreement to be bound by the modified Privacy Policy.

1. THE INFORMATION WE COLLECT.

In order to best provide you with our services, we may collect two types of information about our users: Personally Identifiable Information and Non-personally Identifiable Information. Our goal when collecting this information from you is to provide you with the most efficient and customized experience while using our Sites and Services.

1.1. Personally Identifiable Information. Personally Identifiable Information refers to information that lets us know the specifics of who you are. When you engage in the certain activities on our Sites or use our Services, we may ask you to provide certain information about yourself. A non-exhaustive list of the types of Personally Identifiable Information that may be collected are: your contact information when creating an Account (including name, email, mailing address, phone number); information about transactions with us; username and password; usage information regarding Sites and Services tied to an account; information related to answers provided to a quiz; and other identity-verifying information. We

may also collect Personally Identifiable Information from third parties which may submit such information to us in connection with our Services.

In addition, we may collect payment information when ordering or purchasing our Services. Some of the information we may ask you to provide is mandatory and some is voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

1.2. Non-personally Identifiable Information. Non-personally Identifiable Information refers to information that does not by itself identify a specific individual or user. We gather information about you based upon where you visit on our Sites in several ways. This information is compiled and analyzed on both a personal and aggregated basis. A list of the types of Non-personally Identifiable Information that we may collect include: current internet protocol address and type of browser you are using (e.g. Firefox, Google Chrome), the type of operating system you are using (e.g. Windows or Mac OS), the domain name of your Internet Service Provider (e.g. Comcast, Verizon or AT&T), the type of handheld or mobile device used to view the site (e.g., iPhone, Blackberry), location information, the content and the advertisements you have accessed, seen, forwarded and/or clicked on, and aggregated information.

2. HOW WE USE THE INFORMATION

2.1. We may use collected information to fulfill your requests (and/or your employer's requests) for our Services.

2.2. We may use collected information to communicate with you, such as to notify you if we make changes to our terms of service, to contact you about your account, or to provide reports of your use of our products and Services provided to you via the Sites.

2.3. We may use collected information to communicate with you or your employer regarding our Services provided to you via the Sites, and reports of the same, including, but not limited to, the content accessed and completed, and scoring.

2.4. We may use collected information to provide injury report information to you or your employer.

2.5. We may use Non-personally Identifiable Information to enhance the operation of our Sites, such as to improve our marketing and promotional efforts, statistically analyze usage of our Sites and Services, improve our product and service offerings, and customize the content and layout of our Sites and Services.

2.6. We may use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements, both with you and your employer, including our Sites' Terms of Use and this Privacy Policy.

3. INFORMATION SHARING AND DISCLOSURE.

3.1. Personally Identifiable Information. We may share your Personally Identifiable Information with your employer as described above and with third parties that help us provide customer service or other services in relation to delivering our Services or Sites. We also may disclose Personally Identifiable Information in response to legal process, for example, in response to a court order or a subpoena. We also may disclose such information in response to a law enforcement agency's request, or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, to verify or enforce compliance with the policies governing our sites and applicable laws or as otherwise required or permitted by law or consistent with legal requirements.

In addition, we may transfer Personally Identifiable Information about you if we, or one of our business units, are acquired by, sold to, merged with or otherwise transferred to another entity.

3.2. **Non-personally Identifiable Information.** We may also provide Non-personally Identifiable Information about our sales, traffic patterns, users, reported incidents, and other information related to our Sites and Services usage to third party advertisers, but these statistics do not include any personally identifiable information.

3.3. **Our Service Partners.** We will encourage our service partners to adopt and post privacy policies. However, the use of your information by our service partners is governed by the privacy policies of those service partners, and is not subject to our control.

4. **SECURITY OF YOUR INFORMATION.** We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, to maintain data security, and to use correctly the information we collect online, such as: password protected accounts; user name and password requirements; notifications and confirmation when changes are made to your account with us; encrypted connections between your web browser and our Services; logging of system activity; and restricted employee access and/or other internal access controls

Unfortunately we cannot guarantee that 100% of the data transmissions are secure. Therefore, while we strive to protect your personally identifiable information, you acknowledge that: (a) there are limitations to security and privacy of the Internet that are beyond our control; (b) the security, integrity and privacy of your personally identifiable information exchanged between you and us cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

5. **THIRD PARTY SITES.** Except as otherwise discussed herein, this document only addresses the use and disclosure of information we collect from you or your employer. Other sites which may be accessible through our Sites or Services have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties. Additionally, other companies which place advertising on our site may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact those advertisers directly if you have any questions about their use of the information that they collect.

6. **MISCELLANEOUS.** You should be aware that any information that you publicly disclose on any public areas of our Sites can be collected and used by third parties and this may result in unsolicited messages from those parties. This Privacy Policy does not apply to such disclosures and it is beyond our control. Furthermore, to the extent you create an account through one of our Sites, you are ultimately responsible for securing the secrecy of your password and account information. Please be careful and responsible whenever you are online.

7. **CORRECT OR ACCESS INFORMATION.** From time to time you may want to access or correct your personally identifiable information that you provide to us, and we believe that you should have that ability. If you have a password-protected Account with us you may access that information that you have provided and edit it through your account.

You may write or e-mail us at the e-mail or street address that is listed below. Please include your first name, last name, e-mail address and the password you use for such service.

info@gooddayswork.ag

8. **COMMENTS AND QUESTIONS.**

8.1. If you have a comment or question about this Privacy Policy please contact info@gooddayswork.ag.

8.2. Notice to California Residents: If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by us to third parties for the third parties' direct marketing purposes. To make such a request please send an e-mail to the e-mail listed above or write us at info@gooddayswork.ag.

9. **UPDATES**. We may from time to time update this Privacy Policy. We will notify you about any changes we have made by posting a notice on our Sites. We encourage you to check this Privacy Policy frequently so you will always know how we are collecting, using, and sharing your information.

This Privacy Statement was last updated on April 20, 2017.