NINE2FIVE WEBSITE AND PORTAL TERMS OF USE

Last updated: 7/1/2019

These terms and conditions of use ("Terms") constitute a legal agreement between you and Nine2Five LLC ("Nine2Five") and govern your use of the online services Nine2Five makes available to you as a member and licensee of an office space managed by Nine2Five or one of its subsidiaries or affiliated entities. Through the website and portal provided under these Terms (including related domains, sites, and mobile applications, as applicable, the “Site”), you may access your Nine2Five account and make use of other services accessible through the Site (the “Services”). These Terms also governs all visitors of the Site who are not members or licensees of the Site.

By (i) clicking an “Accept” or similar button, (ii) checking a box captioned with acceptance language, (iii) signing up for an account on the Site, (iv) using the Services, or (vi) communicating or otherwise contacting Nine2Five through the Site, you acknowledge that you have read and understand these Terms and that you agree to be bound by them. If you are using the Site on behalf of a company or other legal entity, the term “you” shall refer to such entity in addition to the individual user, and the individual accepting these Terms on behalf of such entity represents that he or she has authority to bind the entity to these Terms.

YOU MAY NOT USE THIS SITE OR THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS. PLEASE REVIEW THEM CAREFULLY.

1. License Agreements

The Services and password-protected portions of the Site are available only to those licensees who have entered into a License Agreement with Nine2Five, and the employees and authorized users of such licensees as provided in the respective License Agreement. If you are not subject to a current License Agreement, you may only visit the publicly accessible portions of the Site.

2. User Accounts

When you register your online account, Nine2Five will provide you with user credentials (such as a user name and password) to access the non-public portions of the Site. You agree not to give these credentials to anyone else or allow anyone else to use or access the private portal and other protected content. When registering for your account, you must provide true, accurate, current, and complete information about yourself, and you must continue maintain and update the
information you have provided so that it remains true, accurate, current, and complete so long as you continue to use the Site. Anonymous or false identities are not allowed on the Site.

3. Payments

Nine2Five may provide you with the ability to pay fees or purchase optional Services through the Site. Nine2Five accepts payments by credit/debit card and automated clearing house (ACH) payments, and the Site is compliant with the data security standards promulgated by the PCI Security Standards Council. By submitting your payment information (whether on a one-time or recurring basis) you authorize Nine2Five to charge your credit card or initiate ACH debits for all fees owed to Nine2Five or its affiliates. All fees not paid when due will incur an interest charge of 1.5% per month or the highest rate permitted by law, whichever is less. You will be subject to additional fees and/or penalties for late payments, returned checks, or other declined payments due to insufficient funds, as referenced in the License Agreement. All fees listed are exclusive of taxes unless otherwise noted, and you agree to be responsible and hold Nine2Five harmless for any taxes levied by applicable governmental authorities (including without limitation sales and use taxes and value-added taxes, where applicable).

4. Member Directory

Nine2Five maintains a member directory to enable members in shared office space to get to know each other. If you wish to completely remove your listing from the member directory (either on an individual basis or company-wide), please contact us at faith@nine2fiveoffice.com.

5. Privacy Policy

Your privacy is important to us. How we collect and use your information is described in our privacy policy, which is available at https://www.nine2fiveoffice.com/privacypolicy and is incorporated into these Terms.

6. Site and Services Contents

Ownership. Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, “Intellectual Property Rights”). The rights granted to you to use the Site or the Service under these Terms do not convey any additional rights in the Site or the Service, or in any Intellectual Property Rights associated therewith.
Information You Provide. You own the information you provide Nine2Five or input on third party websites through the Services. You grant Nine2Five a nonexclusive, revocable, worldwide, perpetual right to use, copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze the foregoing described information. By providing information to us or to third parties through the Site or the Services, you represent and warrant that you are entitled to and authorized to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

Royalty Free Right. Nine2Five shall have a royalty-free, fully paid up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Site or the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you. Nine2Five, and Nine2Five’s other product and service names, and logos used or displayed on the Site or through the Services are registered or unregistered trademarks of Nine2Five (collectively, “Marks”), and you may only use such Marks to identify yourself as a customer and user of the Services; provided you do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Nine2Five, its services or products.

Ownership of Site and Services. Except as expressly set forth herein, all rights, title and interest in and to the Site and Services and their components, including all related intellectual property rights, will remain with and belong exclusively to Nine2Five and its third-party vendors.

Limited License. Upon registering for the Site or the Services and upon the condition that you comply with all of your obligations under these Terms, Nine2Five grants you a non-exclusive, non-transferable, revocable license to access and use the Services (for the particular subscription purchased) and the Site, strictly in accordance with this Agreement and subject to all the limitations set forth in this Agreement.

Confidentiality. In the course of using the Site or the Services, you may be exposed to information of a confidential or proprietary nature belonging to Nine2Five, including but not limited to information regarding the Services and related technology, or information regarding Nine2Five’s business, financial, or marketing activities. You agree that you will not disclose any such information to any third party without Nine2Five’s express consent, and that you will not use such information except as expressly authorized by Nine2Five.

User-Submitted Content. The Site may include interactive and social networking features through which members can submit images, audio or visual content, reviews, posts, comments, messages, links, favorites, or the like. The Site may also include features that allow non-members to send email and other types of messages to Nine2Five. You understand that such content may be made available
to other members or the public, and that such content will not be deemed confidential. You acknowledge, understand, and agree that we are not responsible for content posted by any user, including content that violate these Terms, and you browse the Site at your own risk. The display of user-submitted content on the Site does not constitute an endorsement of any such content or the user. You remain responsible and liable for any content you submit using the Site. You may not submit any content that is offensive, threatening, harmful, infringing of another’s proprietary rights, unlawful, or otherwise objectionable in Nine2Five’s sole discretion. By submitting content, you represent and warrant that such content is truthful, accurate, and complete in all respects, that it does not violate these Terms, and that you own or otherwise have adequate rights to submit such content. Nine2Five respects copyright laws and will remove the content of, or deny access to, any user that is found to be uploading infringing content.

Third-Party Content. The Site may include access to content created, owned, or controlled by third parties (including you or other members). The Site may also link to third parties’ websites. While we may make these available to you, they are not under our control and we are not responsible for their content, nor do we guaranty their accuracy or availability to you. You may be required to agree to such third parties’ terms and conditions in order to use or access their content or websites. Accordingly, we encourage you to review the terms of use and privacy policies, if any, associated with third-party content or websites.

Your Content. For any content you post to any public area of the Site or communicate to us as feedback or suggestions regarding the Site or Services (excluding personal information submitted during account registration and confidential payment information), you grant us an unrestricted, nonexclusive, perpetual, royalty-free, irrevocable, transferable, worldwide right and license to use, reproduce, modify, adapt, translate, display, publish, transmit, and distribute such content in any form, medium, or technology now known or later developed, without further compensation, consideration, attribution, or notice, including to incorporate your comments or suggestions into improvements and future versions of our Site and Services.

DMCA Notices. The Digital Millennium Copyright Act of 1998 (DMCA) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on the Site infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Notices shall include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing; (iv) information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or email address; (v) a signed statement that you have a good faith
belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner. All

DMCA notices shall be submitted to:

Nine2Five 2265 116th Ave NE, Bellevue, WA 98004 faith@nine2fiveoffice.com

7. Prohibited Conduct

You may not:

- modify, alter, reverse engineer, or create derivative works of this Site or its contents;
- distribute to third parties or publicly display the Site contents or use any portion thereof for commercial purposes, except as expressly authorized;
- scrape, copy, download, use, or distribute (whether or not for commercial purposes) any other member’s personal information or any list or directory of members, except as expressly authorized;
- send other users of the Site spam, surveys, contests, chain letters, pyramid schemes, or other unsolicited bulk or junk messages;
- remove, modify, or obscure any copyright, trademark, or other proprietary notice;
- attempt to (i) gain access to any portion of this Site for which you do not have authorized access, (ii) interfere with or interrupt the operation of this Site (including without limitation through denial of service attacks), or (iii) harm Nine2Five or any user of this Site, through hacking, data mining, the use of viruses or other malware, or any other means; or
- otherwise use or access this Site, its contents, or any connected network, system, or database, in any way not authorized by these Terms or in violation of any law.

Areas of the Site may have different terms of use posted. If there is a conflict between these Terms and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.

8. Indemnification

You agree that you remain responsible for the content that you submit or send using the Site. You agree to defend and hold harmless Nine2Five and its affiliates, and their employees, contractors, directors, managers, officers, and representatives, from and against any damages, losses, or costs (including reasonable attorneys’ fees), arising from, or in connection with any claim, suit, or
action relating to: (i) your content; (ii) your use of the Site or Services; (iii) your violation or infringement of any right of a third party or any applicable law in connection with the Site or Services; (iv) any property damage or personal injury caused by you; or (v) your breach of these Terms.

9. Disclaimer of Warranty

THE SITE AND ALL CONTENT THEREIN, AND ANY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE, ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND. NINE2FIVE AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NINE2FIVE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, SUPPORT, TIMELINESS, SAFETY, OR PERFORMANCE WITH RESPECT TO THE USE OF THE SITE OR ITS CONTENT. NINE2FIVE MAKES NO WARRANTY THAT THE SITE OR THE SERVICES WILL MEET USER’S NEEDS OR BE ERROR FREE OR ACCURATE. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN WILL NOT BE ENFORCEABLE.

10. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NINE2FIVE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING FOR LOSS, CORRUPTION, OR INACCURACY OF DATA, LOST PROFITS, LOST BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT AND REGARDLESS WHETHER NINE2FIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NINE2FIVE’S (INCLUDING ANY OF ITS AFFILIATES) AGGREGATE LIABILITY, FOR DAMAGES (MONETARY OR OTHERWISE) UNDER THESE TERMS CLAIMED BY YOU OR ANY THIRD PARTY ARISING FROM THE SITE OR OUR GOODS OR SERVICES, SHALL BE LIMITED TO THE LESSER OF (I) ACTUAL DAMAGES INCURRED, OR (II) PAYMENTS MADE BY YOU FOR THE GOODS OR SERVICES DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
11. Changes to the Site or these Terms

The Site and Services and any of their features or content are subject to change from time to time. These Terms may be amended by Nine2Five at any time. If changes to these Terms are significant, we will make reasonable efforts to notify you of the modified Terms. If you do not accept the modified Terms, we may terminate your access to the Site or Services, and if you continue to use the Site or Services after receiving notice, such use will constitute your acceptance of the modified Terms.

12. Governing Law

This Site originates from the State of Washington, USA. Nine2Five makes no representation that any content will be available or legal in other locations. You agree to comply with all applicable laws governing your use of the Site. You may not access, download, use or export materials posted to the Site in violation of the export laws or regulations applicable to your or our jurisdiction.

These Terms shall be governed by and construed in accordance with the laws of the State of Washington, without regard to rules or principles regarding conflicts of laws. Any action or proceeding arising out of or relating to these Terms must be brought exclusively in the state or federal courts located in Washington. Each party irrevocably consents and waives objection to personal jurisdiction and venue in, and agrees to service of process issued by, any such court in any such action or proceeding.

13. General

Entire Agreement. These Terms constitute the final, complete, and exclusive agreement of the parties relating to the use of the Site and the Services, and supersedes and merges all prior discussions between the parties, except that written agreements signed by the parties shall supersede these Terms. Nine2Five will not be deemed to have entered into any contract or agreement on the basis of industry custom or standards or on the basis of any communications that do not result in an express written agreement signed by Nine2Five. Absent an express written agreement signed by Nine2Five, Nine2Five will have no liability to any party. Nine2Five is under no obligation to negotiate any transaction with you, including without limitation, any lease or sale of real property, and may terminate in its sole and absolute discretion any ongoing negotiations.

Real Estate Brokers. You warrant and represent to Nine2Five that you are not a real estate broker, finder or any other person acting on behalf of a landlord or property owner for a fee or commission. You further warrant and represent that absent an express written agreement signed by Nine2Five, you will not seek any fee
or commission from Nine2Five related to any transaction, including without limitation, the lease or sale of real property. You further agree that absent an express written agreement signed by Nine2Five, if anyone makes a demand on Nine2Five for a fee or commission related to your involvement in the sale or lease of real property, you will indemnify Nine2Five for such fees or commissions.

**Rights and Remedies.** The rights and remedies provided to Nine2Five in these Terms are cumulative and in addition to any other rights and remedies available to it at law or in equity.

**Assignment.** You may not assign or delegate your rights or duties under these Terms without Nine2Five’s express prior written consent. Nine2Five may assign or delegate its rights or duties under these Terms in its sole discretion. Subject to the foregoing, these Terms shall inure to the benefit of each party’s permitted successors and assigns.

**Severability.** In the event that any provision of these Terms shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that all other provisions shall otherwise remain in full force and effect and enforceable.

**Relationship of the Parties.** The parties are independent contractors; nothing herein will be construed to create a partnership, joint venture, or agency relationship between the parties, and neither party by virtue of these Terms will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**Headings.** Headings herein are for convenience of reference only and shall not affect interpretation of these Terms.
PRIVACY POLICY

Effective Date: July 1, 2019, Your privacy is important to us at Nine2Five. Nine2Five is committed to maintaining the highest ethical standards and appropriate internal controls. This “Privacy Policy” explains Our online information practices and the choices You can make about the way Your Information is used at our Site (defined below). This Privacy Policy governs the manner in which Nine2Five collects, uses, maintains and discloses information that it collects from the Site. Nine2Five’s Terms of Use available at https://www.nine2fiveoffice.com/site-portal-terms (the “Terms of Use”) are incorporated and made a part of this Privacy Policy.

SECTION 1 – DEFINITIONS

A. “You” and “Your” mean the individual or entity visiting or using the Site. B. “Nine2Five”, “We,” “Us” and “Our” means Nine2Five. C. “Site” refers to Nine2Five’s website at www.nine2fiveoffice.com, and other related websites, blogs, domains, and mobile sites maintained by Nine2Five. E. “Non-Personal Information” is any information that is not Personally Identifiable Information (defined below). F. “Personally Identifiable Information” or “PII” is non-public information we receive from your use of the Site that can be used, alone or in combination with other information in our possession, to identify a particular person/individual. It may include information such as name, address, telephone number and other personal information you provide us.

SECTION 2- INFORMATION COLLECTED AND CONSENT

You do not have to provide any Personally Identifiable Information to browse the Site. We may collect PII from You in a variety of ways, including, but not limited to, when You visit the Site, register on the Site, when You provide PII in connection with other activities, services, features or resources we make available on the Site, or when You complete a transaction on the Site. We may collect Your name, mailing address, billing address, phone number, payment information, and email address. We may also collect additional information from You depending on the nature of the transaction. Nine2Five also collects information about You automatically when You visit the Site. We automatically receive certain information from Your browser or mobile device, such as Your browser type, the operating system of your device, the URL of the site from which You came and the URL of the site You visit when leaving the Site. We also receive Your IP address and the name of Your ISP or Your mobile carrier. Depending on Your device’s settings, We may also receive location data and other types of information sent from third-party services or GPS-enabled devices. As You use the Site, We may also collect information about such usage and Your actions on the Site, such as pages you viewed, access times, and how long You spent on a page. We may use cookies to collect such information, as described in more detail below. This information is considered Non-Personal
Information, which we can use for any purpose, including to help us improve the Site and to enhance Your and other users’ experience. However, We will treat as PII any item that, either alone or together with other information, We could use to identify an individual. Except as described below in this section and in the “WHEN WE MAY DISCLOSE YOUR INFORMATION” section below, We will not share with third-parties the link between Your IP address and Your PII without Your permission. By providing Your PII to Us, You explicitly agree to Our collection and use of such information as described in this Privacy Policy. By browsing or using the Site, You consent to this Privacy Policy. Nine2Five only shares PII necessary to fulfill Our obligations under a transaction. In addition, Nine2Five may also use PII for the following purposes: • To improve customer service Your information helps Us to more effectively respond to Your customer service requests and support needs. • To personalize user experience We may Use information in the aggregate to understand how Our users as a group use the services and resources provided on the Site. • To improve the Site We continually strive to improve Our website offerings based on the information and feedback We receive from You. • To process transactions We may use the information that You provide about yourself when placing or fulfilling an order for products or services. We do not share this information with outside parties except to the extent necessary to provide the product or service. • To send periodic emails The email address you provide for order processing, will only be used to send You information and updates pertaining to Your order. It may also be used to respond to Your inquiries, and/or other requests or questions. • To develop new products or services We use your PII and Non-Personal Information for research and commercial purposes. The information We collect may be used to develop new products or services. We may use Your PII and Non-Personal Information internally or, among other things, to offer Our own or third-party products and services. Only Nine2Five, its subsidiaries, its suppliers and contractors involved in distributing the new product or service will have access to Your PII. Our subsidiaries, suppliers and contractors will be required to use any PII we provide to them only for that intended purpose. • For marketing Nine2Five may use Your PII and Non-Personal Information to enhance its networking, marketing, social, and recruiting activities, and for other similar business purposes. We may also use Personally Identifiable Information to provide You information regarding new products or services We believe may be of interest to You. Such Personally Identifiable Information is not shared with entities outside of Nine2Five other than service providers who assist Us in carrying out these business functions. • Compliance with applicable law We may disclose your PII as we may in our sole discretion determine is necessary or reasonably required to comply with the law, applicable regulations, court orders or subpoenas, to enforce our Terms of Use, or to protect our rights, property or safety, or the rights, property or safety of others. • Change in the Site Ownership If ownership of the Site changes, whether in whole or in part, information collected through the Site about You may be transferred to the new owner so the Site and any service provided through or related to the Site can continue. In that case, Your user information would remain subject to the terms and conditions of the applicable version of the Privacy Policy.
SECTION 3 - PAYMENT INFORMATION

If You choose a direct payment gateway to complete a transaction, then Nine2Five will share Your credit card data with a third-party transaction service such as Stripe. It is encrypted in compliance with the Payment Card Industry Data Security Standard (“PCI-DSS”). All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands such as Visa, MasterCard, American Express and Discover.

SECTION 4 - WEB BROWSER COOKIES

The Site may send a “cookie” to Your computer. A cookie is a small piece of data sent to Your browser from a web server and stored on Your computer’s hard drive. A cookie cannot read data off Your hard disk or read cookie files created by other sites. Cookies do not damage Your system. Cookies allow Us to recognize You as a user when You return to the Site using the same computer and web browser. We use cookies to identify which areas of the Site You have visited. We also may use this information to better personalize the content You see on the Site. Nine2Five does not store unencrypted Personally Identifiable Information in the cookies. We also do not link Non-Personal Information from cookies to Your Personally Identifiable Information. To help Us optimize the Site or for marketing purposes, We may allow other authorized third-parties to place or recognize unique cookies on Your browser. Any information provided to third-parties through cookies will be for enhancing Your user experience by providing more relevant marketing. Third-party services and tools We use, which may send cookies to users of the Site and may collect information from users, includes: Google Tag Manager and Google Analytics (collectively referred to as “Google”): Google collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, hardware/software type, internet service provider, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII), Device ID (EU PII), PII (name, address, phone number, email address, login, EU-IP address, EU-unique device ID), sensitive (financial information). Aggregate data, anonymous data, PII data and sensitive data is shared by Google with third-party parties. We use the information we get from Google only to improve this website and for marketing purposes. Google collects only the IP address assigned to you on the date you visit this website, rather than your name or other identifying information. You can review Google’s privacy policy at https://www.google.com/policies/privacy/. Although Google plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this website, the cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google about your visits to this website is restricted by the Google Terms of Use and the Google Privacy Policy. You can prevent Google from recognizing you on return visits to the website by disabling cookies on your browser (see below). GA Audiences and DoubleClick: Google
operates GA Audiences, which collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, hardware/software type, internet service provider, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII), search history, location based data, and Device ID), and PII (name, address, phone number, email address, login, EU-IP address, and EU-unique device ID). GA Audience’s privacy policy can be found at: http://www.google.com/intl/en/policies/privacy/. We do not combine the information collected through GA Audience with personally identifiable information. Facebook Custom Audience: Facebook Custom Audience, operated by Facebook Business (formerly Facebook Custom Audience), collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, hardware/software type, internet service provider, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII), search history, location based data, Clickstream Data, PII (name, address, phone number, email address, login, EU-IP address, EU-unique device ID), sensitive (financial information). Facebook Custom Audience’s privacy policy can be found at: https://www.facebook.com/full_data_use_policy. Facebook Custom Audience shares data with third-parties (specifics are undisclosed). Facebook for Developers (formerly Facebook Connect): Facebook for Developers operates Facebook Connect, which collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, hardware/software type, internet service provider, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII), search history, location based data, Clickstream Data, PII (name, address, phone number, email address, login, EU-IP address, EU-unique device ID), sensitive (financial information). Facebook for Developers’ privacy policy can be found at: https://www.facebook.com/about/privacy/. Aggregate data is shared by Facebook for Developers with third-parties. Facebook for Developers also shares anonymous data with third-parties. Facebook for Developers shares PII data with third-parties. Facebook for Developers also shares sensitive data with third-parties. We do not combine the information collected through Facebook for Developers with personally identifiable information. Analytics, LinkedIn Ads and LinkedIn Marketing Solutions (collectively, “LinkedIn Analytics”): LinkedIn Analytics collects anonymous data (ad views, analytics, browser information, cookie data, hardware/software type, internet service provider, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII)), Location Based Data, Device ID (EU PII), and PII (name, address, phone number, email address, login). Aggregate and anonymous data is shared by LinkedIn with third-party parties. LinkedIn’s privacy policy for LinkedIn Ads and LinkedIn Analytics can be found at: https://www.linkedin.com/legal/privacy-policy. Bing Ads: Bing Ads is operated by Microsoft Advertising. Bing Ads collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, hardware/software type, interaction data, page views, and serving domains), pseudonymous data (IP Address (EU PII)), search history, Clickstream Data), PII (name, address, phone number, email address, login, EU-IP Address, EU-Unique Device ID), and Sensitive
Anonymous data is shared by Bing Ads with third-party parties. Bing Ad’s privacy policy can be found at: https://privacy.microsoft.com/en-us/privacystatement/. **Marketo**: Marketo collects anonymous data (ad views, analytics, browser information, cookie data, date/time, demographic data, interaction data, and page views), pseudonymous data (IP Address (EU PII)), search history, Clickstream Data), and PII (name, address, phone number, login). Aggregate data is shared by Marketo with third-party parties. Marketo’s privacy policy can be found at: https://documents.marketo.com/legal/privacy/.

**Calendly**: Calendly collects information from you that you provide directly through our contact forms and it automatically collects data through your use of our contact forms. Calendly automatically collects anonymous data (device type, browser information, page views, serving domain, Device ID, IP Address, mobile network carrier, timezone, and location). Calendly’s privacy policy can be found at: https://calendly.com/pages/privacy. Some browsers may allow you to manage the storage of cookies on your device. If supported by Your browser, You may set your browser to refuse all cookies (or, sometimes all third-party cookies) or to alert You when a cookie is set. However, if you select these settings, You may be unable to access certain parts of the Site. Unless You have adjusted Your browser setting to refuse cookies, the Site will issue cookies. For more information about how to manage Your cookies preferences, use the ‘help’ menu of Your web browser or explore the customer support sections of Your web browser. To opt-out of all cookies or certain advertising cookies, visit the company website for Your browser for instructions. Here are links to some browsers’ websites:

Google Chrome: google.com/chrome
Internet Explorer: support.microsoft.com
Mozilla Firefox: support.mozilla.org
Safari: support.apple.com
Opera: www.opera.com

**SECTION 5 - DO NOT TRACK**

Your browser may provide You with the option to send a “Do Not Track” signal to websites You visit. This signal is used to request that websites not send the requesting device cookies, but websites have no obligation to respond to such signal or to modify their operation. At the current time, the Site is not programmed to recognize Do Not Track signals, so the Site will not treat You differently if We receive such signals from Your browser and We may not comply with Do Not Track settings on Your browser.

**SECTION 6 - EXEMPTIONS FROM THE PRIVACY POLICY**

Our Privacy Policy does not apply to any information You may send to Nine2Five by email or instant messaging programs (e.g., AOL, Yahoo, etc.), or through social media networks, even if You open such programs or services by clicking a link displayed on the Site. Email, social media, and instant messages are not recognized as secure communication forms. Please do not send any information You consider
private to Us by email or instant message or through social media sites (e.g., Twitter, Facebook, etc.) due to the public nature of such postings.

SECTION 7 - THIRD-PARTY SERVICES

In general, the third-party providers used by Us will only collect, use and disclose Your information to the extent necessary to allow them to perform the services they provide to Us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information We are required to provide to them to process payments made by You to Us. For these providers, We recommend that You read such third-party privacy policies so You can understand the manner in which Your personal information will be handled by these providers. In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either You or Us. So, if You elect to proceed with a transaction that involves the services of a third-party service provider, then Your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located. As an example, if You are located in Canada and Your transaction is processed by a payment gateway located in the United States, then Your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act. When You click on links on the Site, the links may direct You away from the Site. You also may be automatically directed from the Site to another website. Once You leave the Site or are redirected to a third-party website or application, You are no longer governed by this Privacy Policy or the Terms of Use. We are not responsible for the privacy practices of other third-party sites and encourage You to read their respective privacy statements.

SECTION 8 – SECURITY

To protect Your personal information, We take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. If You provide Us with Your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, We follow all PCI-DSS requirements.

SECTION 9 - AGE OF CONSENT

Nine2Five takes special care to protect the privacy needs of children under the age of 13 and We encourage parents to be an active participant in their child’s online activities. Nine2Five abides by the Children’s Online Privacy Protection Act (COPPA) and other relevant laws. The Site does not target and is not intended for children under the age of 13, and Nine2Five will not knowingly collect Personally Identifiable
Information from them. If Nine2Five discovers personal data from a child gathered through the Site, Nine2Five will eliminate that data. This Site is only intended for persons 18 years of age or older. If you are under 18 you must ask a parent or legal guardian for permission prior to submitting any information to this Site. If you have knowledge that a child 13 years of age or younger has submitted Personally Identifiable Information to us, please contact us and we will delete the PII information collected belonging to that child. You may contact us via email or by writing to us at the address below. Parents and guardians can also email us at faith@nine2fiveoffice.com, but before any information is disclosed, the parent will be required to provide the parent’s name and email address for verification. We will only send the information to the parent email address in the registration file. We will never require the disclosure of a minor’s personal information.

**SECTION 10 - WHEN WE MAY DISCLOSE YOUR INFORMATION**

Except as set forth below or as specifically agreed to by You, Nine2Five will not disclose any Personally Identifiable Information gathered from You on the Site. A. We may share Personally Identifiable Information in a limited fashion to Our contractors, consultants and service providers that perform services on Our behalf, including operation of the Site technology, marketing services, and other related services. Unless You have opted-out (see Section 10.C. below) of such sharing, these contractors, consultants and service providers also may have access to Your email address to send newsletters or other information to You on Our behalf. Access to Your Personally Identifiable Information by such contractors, consultants and service providers is limited to the information reasonably necessary for the contractor, consultant or service provider to perform its limited function for Nine2Five. We also contractually require that such contractors, consultants and service providers: (i) protect the privacy of Your Personally Identifiable Information consistent with this Privacy Policy, and (ii) not use or disclose Your Personally Identifiable Information for any purpose other than providing Us with products and services as required by law. B. We may share Personally Identifiable Information We collect (i) when required or advised to do so in response to a valid legal requirement, such as a state or federal law, regulation, search warrant, subpoena, or court order; or (ii) in special cases, such as in response to a physical threat to You or others, to protect property, or assert legal rights or defend ourselves in litigation. If We are legally compelled to disclose Your Personally Identifiable Information to a third-party, We will attempt to notify You unless doing so would violate the law or a court order. C. If You do not want Us to share Your information with Our contractors and service provider, as described above, You can direct us not to share that information via email or by writing to Us at the address below. An opt-out of information sharing will not apply to information sharing arrangements described Section 10.B. Finally, Nine2Five may provide content and services to You through websites other than Our own. We will only disclose Your Personally Identifiable Information to these third-party websites to the extent necessary to provide You with the products or services You requested. Nine2Five may also
provide links on our Site to other third-party websites. Any information You disclose on such sites is NOT subject to this Privacy Policy.

SECTION 11 - NOTICE TO RESIDENTS OF COUNTRIES OUTSIDE OF THE UNITED STATES OF AMERICA

Nine2Five is headquartered in the United States of America. Personally Identifiable Information may be accessed by Us or transferred to Us in the United States or to Our affiliates, business partners, merchants, or service providers elsewhere in the world. By providing Us with Personally Identifiable Information, You consent to this transfer. We will protect the privacy and security of Personally Identifiable Information according to Our Privacy Policy, regardless of where it is processed or stored.

SECTION 12 - CALIFORNIA PRIVACY RIGHTS

Under Section 1798.83 of the California Civil Code, residents of California can obtain certain information from companies with whom they have an established business relationship. That information is about the Personally Identifiable Information those companies have shared with third-parties for direct marketing purposes during the preceding calendar year. The law requires companies to inform consumers about the categories of Personally Identifiable Information shared with third-parties, the names and addresses of those third-parties, and examples of the services or products marketed by those third-parties. Although Nine2Five does not consider the California Civil Code to control its use of information collected on or through the Site and Nine2Five disputes any assertion that the California courts have jurisdiction over it, Nine2Five will nonetheless provide the foregoing information shared upon request by contracting Us at the email address or street address provided below.

SECTION 13 - ACCESS

If You are an individual You may have certain rights under applicable data protection legislation, including the right to review and correct the personal data We hold about You. Unless You reside in California or another jurisdiction that requires Us to provide the information without charge, We may charge You a fee to receive a copy of this data. For a copy of or reasonable access to Your personal data please contact Us via email or by writing to Us at the address below.

SECTION 14 - CAN-SPAM COMPLIANCE NOTICE

Nine2Five fully complies with the federal CAN-SPAM Act. You can always opt out of receipt of further email correspondence from Us by clicking on the link at the
bottom of any marketing emails or contacting Us via email or by writing to Us at the address below.

SECTION 15 - CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on Our website. If we make material changes to this policy, We will notify You here that it has been updated, so that You are aware of what information We collect, how We use it, and under what circumstances, if any, We use and/or disclose it.

SECTION 16 - INCORPORATION OF TERMS OF USE

Please also visit Our Terms of Use establishing the use, disclaimers, and limitations of liability governing the Site, which are incorporated into this Privacy Policy by reference.

SECTION 17 - QUESTIONS AND CONTACT INFORMATION

If You have a privacy question about the Site or Portal, please contact us at: Nine2Five, 2265 116th Ave NE, Bellevue, WA 98004, (425) 641-4800.