



LEGAL NOTICE

Privacy Policy

How Assivo collects, uses, shares, and protects personal information, and the rights available to individuals under applicable law.

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Article I. Definitions and Scope

Section 1.01 Definitions

- (a) "**Assivo**," "**we**," or "**us**" means Assivo, Inc., an Illinois corporation, and each other member of the Assivo Group.
- (b) "**Assivo Group**" means Assivo, Inc. together with its present and future parents, subsidiaries, affiliates, branches, and delivery entities in any jurisdiction, and their respective successors and assigns; and "**Assivo**" includes each member of the Assivo Group where the context permits.
- (c) "**Applicable Law**" means the data protection and privacy laws that apply to a particular processing activity, which may include the California Consumer Privacy Act as amended ("CCPA"), the EU General Data Protection Regulation and its United Kingdom equivalent (together, "GDPR"), the Mexican Federal Law on Protection of Personal Data Held by Private Parties, the Indian Digital Personal Data Protection Act, and the Health Insurance Portability and Accountability Act ("HIPAA").
- (d) "**Client**" means a business that has engaged Assivo under a written agreement.
- (e) "**Client Data**" means data that a Client provides to Assivo, or that Assivo accesses in a Client's systems, in the course of providing services to that Client.
- (f) "**Personal Information**" means information that identifies, relates to, or could reasonably be linked to an identifiable individual. It does not include aggregated or de-identified information, or publicly available information, to the extent Applicable Law excludes them.
- (g) "**Website**" means assivo.com and related sites, pages, forms, and portals operated by or for Assivo.

Section 1.02 Scope

This Privacy Policy describes how Assivo handles Personal Information it collects (a) through the Website; (b) in the course of business development, sales, vendor management, and client relationship management; (c) in recruiting; and (d) in its own corporate operations, in each case where Assivo determines the purposes and means of processing.

Section 1.03 Client Data

Assivo processes Client Data only on the Client's documented instructions and under the written agreement with that Client. In that capacity Assivo is a processor, service provider, or business associate, and the Client is the controller or business responsible for the data. This Policy does not apply to Client Data, without limiting any obligation that Applicable Law imposes directly on Assivo as a processor, service provider, or business associate. An individual whose Personal Information is held by a Client should direct inquiries and requests to that Client, and Assivo will refer any such request it receives to the Client.

Section 1.04 Not a Contract

This Policy is a notice required or recommended by Applicable Law. It is not a contract, does not create rights beyond those Applicable Law provides, and does not form part of any agreement with a Client unless expressly incorporated.

Section 1.05 Changes

Assivo may revise this Policy at any time by posting a revised version with a new effective date. Where Applicable Law requires notice of material changes, Assivo will provide it in the manner the law requires. The version published at the address shown on the cover of this document is the authoritative version, and any other copy is superseded by it.

Article II. Personal Information We Collect

Section 2.01 Categories

Assivo may collect the following categories of Personal Information. Not every category is collected about every individual.

- (a) **Identifiers:** name, business email address, business telephone number, business postal address, employer, job title, professional social-media handle, IP address, device identifiers.
- (b) **Commercial information:** records of inquiries, proposals, meetings, and correspondence; information about the services considered or purchased; contract and billing information for Clients and vendors.
- (c) **Professional and employment information:** for candidates, résumé and application content, work history, education, references, work authorization status, and interview notes; for Client and vendor contacts, role and authority.
- (d) **Internet and network activity:** pages visited, links clicked, referring URL, browser and device type, operating system, date and time of access, approximate location derived from IP address, and cookie data.
- (e) **Communications:** the content of emails, form submissions, messages, and recorded calls or meetings where notice has been given.
- (f) **Inferences:** limited inferences drawn from the above for business-development purposes, such as likely interest in a service.

Section 2.02 Sensitive Personal Information

Assivo does not seek to collect sensitive Personal Information (such as government identification numbers, precise geolocation, racial or ethnic origin, religious beliefs, health information, biometric data, or account credentials) through the Website or in business development. Where sensitive information is received in recruiting or employment, it is used only for the purpose for which it was provided and as permitted by law. Please do not send sensitive Personal Information to Assivo unless requested.

Section 2.03 Sources

Assivo collects Personal Information (a) directly from you, when you contact Assivo, request a proposal, apply for a position, or do business with Assivo; (b) automatically, through the Website and communications systems; (c) from Clients and vendors, regarding their personnel who interact with Assivo; and (d) from third parties, including professional networking sites, data providers, referral sources, background-check providers where lawful, and public sources.

Section 2.04 Job Applicants

Information provided in connection with an application for employment or engagement is used to evaluate the application, to communicate with the applicant, to conduct lawful background and reference checks with the applicant's authorization, to comply with employment law, and, if the applicant is engaged, for employment administration. Applicants outside the United States may also receive a local notice from the relevant member of the Assivo Group.

Section 2.05 Children

The Website is not directed to children. Assivo does not knowingly collect Personal Information from anyone under 18 and will delete it on becoming aware.

Article III. How We Use Personal Information

Section 3.01 Purposes

Assivo uses Personal Information to:

- (a) respond to inquiries and requests;
- (b) evaluate, negotiate, and enter into business relationships, and prepare proposals;
- (c) provide, administer, invoice, and support services to Clients;
- (d) manage vendor and supplier relationships;
- (e) recruit, evaluate, hire, and manage personnel;
- (f) send business communications about Assivo's services, subject to Section 3.03;
- (g) operate, maintain, secure, and improve the Website and Assivo's systems;
- (h) detect, investigate, and prevent fraud, impersonation, security incidents, and misuse;
- (i) comply with legal, regulatory, audit, tax, and accounting obligations;
- (j) establish, exercise, or defend legal claims and enforce agreements and these terms;
and
- (k) evaluate or complete a merger, financing, reorganization, or sale of assets.

Section 3.02 Legal Bases

Where Applicable Law requires a legal basis, Assivo relies on: performance of a contract or steps taken at your request before entering one; Assivo's legitimate interests in operating, securing, and developing its business, provided those interests are not overridden by your rights; compliance with legal obligations; and consent, where Assivo has asked for it, which you may withdraw at any time.

Section 3.03 Marketing

Assivo may send business-to-business communications about its services to business contacts. Each such email includes an unsubscribe mechanism, and you may opt out at any time by using it or by writing to privacy@assivo.com. Assivo does not sell Personal Information or share it with third parties for their own direct marketing.

Section 3.04 Automated Decision-Making

Assivo does not make decisions producing legal or similarly significant effects on individuals based solely on automated processing.

Section 3.05 De-Identified Data

Assivo may create aggregated or de-identified data from Personal Information and may use and disclose it for any lawful purpose. Assivo maintains and uses de-identified data only in de-identified form and does not attempt to re-identify it, except to test the effectiveness of de-identification.

Article IV. Disclosure of Personal Information

Section 4.01 Recipients

Assivo may disclose Personal Information to:

- (a) **Members of the Assivo Group, their personnel, and subcontractors** in the United States, Mexico, India, and any other country in which the Assivo Group or its subcontractors operate, for the purposes in Article III;
- (b) **Service providers** that perform functions on Assivo's behalf, including cloud hosting, email and communications, customer-relationship management, analytics, recruiting platforms, background screening, payment processing, security, and information technology support, under contracts that restrict their use of the information to providing services to Assivo;
- (c) **Professional advisers**, including outside counsel, accountants, auditors, insurers, and consultants;
- (d) **Clients**, regarding their own personnel and matters, and where you have asked Assivo to contact a Client on your behalf;
- (e) **Authorities and other parties** where Assivo believes disclosure is required by law, subpoena, court order, or governmental request; is necessary to protect the rights, property, or safety of Assivo, its personnel, its Clients, or the public; is necessary to investigate fraud or impersonation; or is necessary to enforce agreements or these terms; and
- (f) **Successors** in connection with any merger, acquisition, financing, reorganization, bankruptcy, or sale of all or part of Assivo's business or assets, including during diligence.

Section 4.02 No Sale or Sharing

Assivo does not sell Personal Information and does not "share" Personal Information for cross-context behavioral advertising within the meaning of the CCPA, and, to its knowledge, has not done so in the preceding twelve months.

Article V. International Transfers

Assivo is headquartered in the United States and the Assivo Group has personnel in Mexico and India. Personal Information may be transferred to, stored in, and processed in any of those countries, in any other country in which a member of the Assivo Group, a subcontractor, or a service provider operates, and in any country to which Assivo, in its sole discretion, extends its delivery operations. Those countries may not provide the same level of data protection as your own. Where Applicable Law requires a safeguard for a transfer, Assivo relies on a mechanism recognized by that law, such as standard contractual clauses approved by the European Commission or the United Kingdom, an adequacy decision, or a derogation permitted by law. Information about the safeguard relied on for a particular transfer is available on request to privacy@assivo.com.

Article VI. Retention

Assivo retains Personal Information for as long as reasonably necessary for the purposes described in Article III, taking into account the nature of the information, the purpose for which it was collected, the duration of the relationship, applicable statutes of limitation, and legal, accounting, audit, and regulatory retention requirements. When Personal Information is no longer needed, Assivo deletes it, anonymizes it, or isolates it from active use, according to its records practices. Candidate information not leading to employment is retained for the period Assivo considers reasonable to consider the candidate for future roles and to defend claims, unless the candidate asks for earlier deletion.

Article VII. Security

Assivo maintains administrative, technical, and physical safeguards that it considers reasonable in light of the nature of the Personal Information it holds, designed to protect that information against accidental or unlawful loss, alteration, disclosure, or access. No method of transmission over the Internet or of electronic storage is entirely secure, and Assivo cannot and does not guarantee the security of any information. You transmit information to Assivo at your own risk. Assivo's general approach to security is described in its Data Security Framework at assivo.com/legal/data-security-framework, which is informational and does not form part of this Policy.

Article VIII. Your Rights and Choices

Section 8.01 Rights Under Applicable Law

Depending on where you live and the law that applies, you may have some or all of the following rights regarding Personal Information Assivo holds about you as a controller:

- (a) to know or access the Personal Information Assivo holds about you, including the categories, sources, purposes, and recipients;
- (b) to correct inaccurate Personal Information;
- (c) to delete Personal Information, subject to exceptions;
- (d) to receive a copy of Personal Information you provided in a portable format;
- (e) to object to, or restrict, processing based on legitimate interests or for direct marketing;
- (f) to withdraw consent where processing is based on consent;
- (g) to opt out of sale or sharing, which Assivo does not do; and
- (h) to lodge a complaint with a supervisory or data protection authority.

Assivo honors these rights to the extent Applicable Law requires. Rights may be limited where Assivo has a legal obligation or legitimate ground to retain or continue processing the information, and Assivo may decline requests that are manifestly unfounded, excessive, or that would adversely affect the rights of others.

Section 8.02 How to Exercise Rights

Send requests to privacy@assivo.com, or by mail to the address in Article XIII, stating which right you are exercising and enough information to identify you and your relationship to Assivo. Assivo will respond within the period Applicable Law requires.

Section 8.03 Verification

Assivo will take reasonable steps to verify your identity before acting on a request, which may include matching information you provide to information Assivo holds or confirming through the email address on file. Assivo will not disclose Personal Information in response to a request it cannot verify.

Section 8.04 Authorized Agents

An agent may submit a request on your behalf if the agent provides written authorization signed by you, and Assivo may also require you to verify your identity directly.

Section 8.05 Non-Discrimination

Assivo will not discriminate against you for exercising any right under Applicable Law.

Section 8.06 Do Not Track and Global Privacy Control

Because Assivo does not sell or share Personal Information or engage in cross-context behavioral advertising, the Website does not need to, and does not, respond to browser "Do Not Track" or Global Privacy Control signals.

Article IX. Jurisdiction-Specific Disclosures

Section 9.01 California

This Section supplements this Policy for California residents. This Policy is available from every page of the Website, including each page on which Personal Information is collected, and serves as Assivo's notice at collection. In the preceding twelve months Assivo has collected the categories of Personal Information listed in Section 2.01, from the sources listed in Section 2.03, for the purposes listed in Section 3.01, and has disclosed them for business purposes to the recipients listed in Section 4.01. Assivo has not sold or shared Personal Information. Assivo retains each category for the period described in Article VI. California residents may exercise the rights in Section 8.01 by the methods in Section 8.02, and may designate an authorized agent under Section 8.04. Assivo does not use or disclose sensitive Personal Information for purposes requiring a right to limit under the CCPA. California residents may also request information about disclosures to third parties for their direct marketing under Civil Code § 1798.83; Assivo makes no such disclosures.

Section 9.02 European Economic Area, United Kingdom, and Switzerland

Assivo, Inc. is the controller of Personal Information collected through the Website and in business development. The legal bases in Section 3.02 apply. International transfers are described in Article V. You have the rights in Section 8.01 and may complain to the supervisory authority in your country of residence or place of work, or to the UK Information Commissioner's Office. Assivo is not established in the EEA or the United Kingdom. To the extent Applicable Law requires Assivo to designate a representative in either, Assivo will identify the representative here.

Section 9.03 Mexico

Individuals in Mexico may exercise rights of access, rectification, cancellation, and opposition, and may revoke consent, by writing to privacy@assivo.com. The Assivo Group's Mexican entity may maintain a separate privacy notice under Mexican law for its employees and local contacts.

Section 9.04 India

Individuals in India may exercise the rights available under the Digital Personal Data Protection Act by writing to privacy@assivo.com. The Assivo Group's Indian entity may maintain a separate notice for its employees and local contacts.

Section 9.05 Other Jurisdictions

Residents of other jurisdictions with comprehensive privacy laws may exercise the rights those laws provide by the methods in Section 8.02.

Article X. Cookies and Similar Technologies

Section 10.01 Use

The Website uses cookies, pixels, and similar technologies for (a) essential operation and security; (b) analytics, to understand how the Website is used; and (c) functionality, to remember preferences. Assivo does not use cookies for targeted advertising.

Section 10.02 Analytics Providers

Assivo may use third-party analytics providers that set cookies and receive usage data in order to provide analytics to Assivo. Assivo engages such providers as service providers or processors under terms that restrict their use of the data to providing services to Assivo, and configures them so that data is not used for targeted advertising. Their processing on Assivo's behalf is not a sale or sharing.

Section 10.03 Control

You can control cookies through your browser settings, including deleting cookies and blocking new ones. Disabling cookies may affect Website functionality. Where Applicable Law requires consent for non-essential cookies, the Website will request it.

Article XI. Health Information

Assivo is not a covered entity under HIPAA. Where Assivo handles protected health information for a Client that is a covered entity or business associate, it does so as a business associate under a business associate agreement with that Client, and that agreement, not this Policy, governs. Individuals should direct requests regarding their health information to the covered entity that holds it. Assivo's general approach is described in its HIPAA Compliance Framework at assivo.com/legal/hipaa-compliance-framework.

Article XII. Third-Party Sites

The Website may link to third-party sites and services, including social-media platforms. Assivo does not control them and is not responsible for their privacy practices. Your use of them is governed by their own policies.

Article XIII. Contact

Questions, requests, and complaints regarding this Policy or Assivo's handling of Personal Information may be directed to:

Assivo, Inc.

Attention: Privacy

444 West Lake Street, Suite 1700, Chicago, Illinois 60606

privacy@assivo.com

Outside Counsel

Legal inquiries concerning this Privacy Policy may be directed to Assivo's outside counsel. This does not replace any notice address specified in this document.

Ian J. Block

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Direct: (312) 269-2960 | iblock@nge.com

Contacting counsel through this document does not create an attorney-client relationship between Neal, Gerber & Eisenberg LLP and the person making contact. Counsel represents Assivo, Inc. only. Routine inquiries may also be sent to hello@assivo.com.

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