

## Terms of Use and Subscription Agreement

EMPLOYERS: BY EXECUTING A WRITTEN ORDER FOR SERVICE, YOU AGREE TO BE LEGALLY BOUND BY AN ELECTRONIC TRANSACTION PURSUANT TO WISCONSIN'S UNIFORM ELECTRONIC TRANSACTIONS ACT, AND THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") SHALL GOVERN YOUR USE OF EASYSHIFTS' ONLINE SERVICE, INCLUDING ANY REQUIRED OR OPTIONAL OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IN SUCH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

### SECTION 1 - DEFINITIONS

As used in this Agreement and in any Order Form(s) now or hereafter entered into by you:

1. "Agreement" means these online terms of use, any Order Form(s), whether written or submitted online via the Online Order Process, and any materials available on the EasyShifts website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by EasyShifts from time to time in its sole discretion.
2. "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.
3. "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service.
4. "EasyShifts" means EasyShifts™ LLC, a Wisconsin Limited Liability Company, having its principal place of business at 4398 N Bull Rush Dr, Appleton, WI 54913.
5. "EasyShifts Technology" means all of EasyShifts' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by EasyShifts in, and in support of, providing the Service.
6. "Effective Date" means the earlier of either the date this Agreement is accepted by executing a written order and date you begin using the Service.
7. "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form.
8. "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights,

and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

9. "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Process or by executing written Order Forms to create User accounts and otherwise administer your use of the Service.
10. "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).
11. "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).
12. "Online Order Process" means EasyShifts' online application that allows the License Administrator designated by you to, among other things, create Users and add additional Users to the Service.
13. "Service(s)" means the specific edition of EasyShifts' online staff scheduling services identified during the ordering process, developed, operated, and maintained by EasyShifts, accessible via <http://www.easyshifts.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by EasyShifts, to which you are being granted access under this Agreement, including the EasyShifts Technology and the Content.
14. "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by EasyShifts at your request).

## SECTION 2 - LICENSE

1. EasyShifts hereby grants you a non-exclusive, non-transferable right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by EasyShifts and its licensors.
2. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

3. You and your Users may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

## SECTION 3 - YOUR RESPONSIBILITIES

1. You must inform your Users of the terms of this Agreement and you shall be responsible for: (i) all aspects of Users' compliance with the terms of this Agreement; and (ii) preventing unauthorized use of the Service, including use by your employees, representatives, consultants, contractors or agents who are not authorized to use the Service.
2. You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.
3. You shall: (i) notify EasyShifts immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to EasyShifts immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another EasyShifts User or provide false identity information to gain access to or use the Service.

## SECTION 4 - ACCOUNT INFORMATION AND DATA

1. EasyShifts does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data").
2. You, not EasyShifts, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and EasyShifts shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.
3. In the event this Agreement is terminated (other than by reason of your breach), EasyShifts will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Upon termination for cause, your right to access or use Customer Data immediately ceases, and EasyShifts shall have no obligation to maintain or forward any Customer Data.

## SECTION 5 - INTELLECTUAL PROPERTY OWNERSHIP

1. EasyShifts alone (and its licensors, if and when applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the EasyShifts Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.
2. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the EasyShifts Technology or the Intellectual Property Rights owned by EasyShifts.
3. The EasyShifts name, the EasyShifts logo, and the product names associated with the Service are trademarks and service marks of EasyShifts or third parties, and no right or license is granted to use them.

## SECTION 6 - CHARGES AND PAYMENT OF FEES

1. You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.
2. The initial charges will be based upon the current number of total User licenses requested and will be reflected on the Order Form.
3. Payments must be made annually within ten (10) days following execution of the order and receipt of a proper invoice unless otherwise mutually agreed upon in an Order Form or through the Online Order Process.
4. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide EasyShifts or its authorized reseller as applicable with approved purchase order information as a condition to signing up for the Service.
5. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Process. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month.
6. Reserved.

## SECTION 7 - BILLING AND RENEWAL

1. EasyShifts may be renewed by you and EasyShifts mutually executing a written order for the renewal term.
2. EasyShifts fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, excluding only United States (federal or state) taxes based solely on EasyShifts' income. You agree either to pay the amount of such taxes or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).
3. You agree to provide EasyShifts or its authorized reseller as applicable with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and

telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, EasyShifts reserves the right to terminate your access to the Service in addition to any other legal remedies available to EasyShifts.

4. If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## SECTION 8 - NON-PAYMENT AND SUSPENSION

1. Delinquent invoices (accounts in arrears) are subject to interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. You will continue to be charged for User licenses during any period of suspension. If you or EasyShifts initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above.
2. You agree and acknowledge that EasyShifts has no obligation to retain Customer Data thirty (30) days following termination or expiration and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

## SECTION 9 - TERMINATION UPON EXPIRATION - REDUCTION IN NUMBER OF LICENSES

1. This Agreement commences on the Effective Date. The Initial Term will be as you elect during the Online Order Process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term, this Agreement may be renewed for successive renewal terms equal in duration to the Initial Term by you and EasyShifts mutually executing a written order.
2. Reserved.
3. In the event this Agreement is terminated (other than by reason of your breach), EasyShifts will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that EasyShifts has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

## SECTION 10 - TERMINATION FOR CAUSE

1. Any breach of your payment obligations or unauthorized use of the EasyShifts Technology or Service will be deemed a material breach of this Agreement.
2. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). For a period of up to 90 days during any dispute under the Disputes Clause, EasyShifts shall proceed

diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

3. You agree and acknowledge that EasyShifts has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

## SECTION 11 - REPRESENTATIONS AND WARRANTIES

1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
2. EasyShifts represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online EasyShifts help documentation under normal use and circumstances.
3. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service, and that your billing information is correct.

## SECTION 12 - INDEMNIFICATION

1. Reserved.
2. EasyShifts shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by EasyShifts of its representations or warranties; or (iii) a claim arising from breach of this Agreement by EasyShifts; provided that you (a) promptly give written notice of the claim to EasyShifts; (b) give EasyShifts control of the defense and settlement of the claim (provided that EasyShifts may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to EasyShifts all available information and assistance; and (d) have not compromised or settled such claim. EasyShifts shall have no indemnification obligation, and you shall indemnify EasyShifts pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

## SECTION 13 - DISCLAIMER OF WARRANTIES



EASYSHIFTS AND, WHEN APPLICABLE, ITS LICENSORS, MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. EASYSHIFTS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EASYSHIFTS REPRESENTS AND WARRANTS THAT IT WILL PROVIDE THE SERVICE IN A MANNER CONSISTENT WITH GENERAL INDUSTRY STANDARDS REASONABLY APPLICABLE TO THE PROVISION THEREOF AND THAT THE SERVICE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ONLINE EASYSHIFTS HELP DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EASYSHIFTS AND ITS LICENSORS.

## SECTION 14 - INTERNET DELAYS

EASYSHIFTS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EASYSHIFTS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## SECTION 15 - LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS

SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) FRAUD OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

## SECTION 16 - ADDITIONAL RIGHTS

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## SECTION 17 - LOCAL LAWS AND EXPORT CONTROL

1. The EasyShifts site and Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that the site or Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice.
2. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export your use of the Service as may be required.
3. The EasyShifts site and Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.
4. EasyShifts and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological



weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

## SECTION 18 - NOTICE

1. EasyShifts may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in EasyShifts' account information, or by written communication sent by first class mail or pre-paid post to your address on record in EasyShifts' account information.
2. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by e-mail).
3. You may give notice to EasyShifts (such notice shall be deemed given when received by EasyShifts) at any time by any of the following: by phone call to EasyShifts at: 920-403-0405; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to EasyShifts at the following address: EasyShifts LLC, 4398 N Bull Rush Dr, Appleton, WI 54913, to the attention of EasyShifts Administrator.

## SECTION 19 - MODIFICATION TO TERMS

EasyShifts reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service as necessary to comply with applicable law or in non-material respects at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## SECTION 20 - ASSIGNMENT; CHANGE IN CONTROL

This Agreement may not be assigned by you without the prior written approval of EasyShifts but may be assigned without your consent by EasyShifts to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

## SECTION 21 - GENERAL

1. This Agreement shall be governed by Wisconsin law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction.
2. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
3. No joint venture, partnership, employment, or agency relationship exists between you and EasyShifts as a result of this Agreement or your use of the Service.

4. The failure of EasyShifts to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by EasyShifts in writing.
5. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and EasyShifts and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## SECTION 22 - PRIVACY AND SECURITY

1. EasyShifts' privacy and security policies are attached hereto and may be viewed at <https://easyshifts.com/privacy>.
2. EasyShifts reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

## SECTION 23 - Important Notice About Health Information

1. EasyShifts is not a healthcare provider, payer or clearinghouse. EasyShifts is a business that provides commercial business-to-business software as a service ("SaaS") applications and proactive services to solve workforce challenges in healthcare. Unless otherwise established in an agreement between EasyShifts and a regulated Covered Entity (i.e., a doctor, pharmacy, or insurer) as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), EasyShifts does not collect "Protected Health Information" as defined under HIPAA.

## QUESTIONS OR ADDITIONAL INFORMATION:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [support@easyshifts.com](mailto:support@easyshifts.com).

## Privacy Policy - EasyShifts.com LLC

We know that you care how your information is used, and we appreciate your trust that we will use it carefully and sensibly. This notice describes our privacy policy. By visiting us and executing a written order for the Service, you are accepting the privacy policy described below.

### 1. What Personal Information Do We Collect?

- **Information You Provide.** We receive and store information you enter. For example, when you supply information such as your address, or phone number. You can choose not to provide certain information, but then you might not be able to take advantage of some of our features. We use the information that you provide for such purposes as responding to your requests, improving our website, and communicating with you.
- **Other Information.** Every computer has an IP (Internet Protocol) address. IP addresses of computers used to visit this site are noted. In addition, we automatically collect other information such as email addresses, browser types, operating systems, and the URL addresses of sites clicked to and from this site.

### 2. How Do We Use Your Information?

- **Online Staffing.** Our site would be worthless without the information you or your employer enter into our databases. Without it we could not provide you with online 24/7 access to your work schedule.
- **Agents.** We employ other companies and individuals to perform functions on our behalf. Examples include delivering packages, sending postal mail and e-mail, and processing credit card payments. They have access to personal information needed to perform their functions, but may not use it for other purposes.
- **Special Offers.** We may send you special offers from time to time, unless you choose to “opt-out” of receiving such offers. In addition, we may also send you special offers from other companies. Again, you may “opt-out”. If we send you offers from other businesses, we do not share your personal information with them. The offers come directly through us. Please see the “opt-in/opt-out” selection at the end of this policy.
- **Business Transfers.** As we continue to develop our business, we might sell or buy stores or assets. In such transactions, customer information generally is one of the transferred business assets. Also, in the unlikely event that we are acquired, customer information will be one of the transferred assets.
- **Law Enforcement.** If we receive a lawful court order to release account or other personal information then we will comply with the law. We will also release information when necessary to protect the life, safety or property of others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

### 3. How Do We Protect the Security of Your Information?

- We work to protect the security of your information during transmission by using Transport Layer Security (TLS) , which encrypts information you send us.

- We use a firewall to protect against unlawful intrusion.
- We limit access to your information on a “need to know” basis.
- We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.
- It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.
- No system can guarantee absolute security, just as the finest lock can not guarantee physical security. However, we take every reasonable precaution to assure that your data is secure.

#### 4. About HIPAA (Health Insurance Portability and Accountability Act)

EasyShifts is not a healthcare provider, payer or clearing house. EasyShifts is a business that provides software and proactive services to solve workforce challenges in healthcare. Unless otherwise established in an agreement between EasyShifts and a Covered Entity (i.e., a doctor, pharmacy, or insurer), EasyShifts is not a Covered Entity or Business Associate and does not comply with the Health Insurance Portability and Accountability Act (“HIPAA”). EasyShifts does not collect “Protected Health Information” as defined under HIPAA, nor should you enter or provide such information in any of our Products.

#### 5. Other Websites

Various Web sites may be linked to or from this site. If you link to another site, your privacy depends on the policy of that site. We strongly urge you to check their privacy policy. Not all sites guarantee that they will not share your personally identifiable information with others. You may also wish to consult privacy guidelines such as those recommended by the Online Privacy Alliance ([www.privacyalliance.org](http://www.privacyalliance.org)).

#### 6. Contact Us

If you would like to learn more about our privacy policy, or to access your personally identifiable information contained on our website, you may contact us at [support@easyshifts.com](mailto:support@easyshifts.com). You will be required to provide identifier information to assure that this information is not released to others. We reserve the right to modify this policy in the future. If we do so, notice will be posted on our home page.