GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage®, a menu-driven database system. The INTERNET address GSA Advantage® is: GSAAAdvantage.gov.

FSC Group: Information Technology

CONTRACT NUMBER:
47QTCA22D004T

PERIOD COVERED BY CONTRACT:
Feb. 17, 2022 – Feb. 16, 2027

Michael Clarke LLC d/b/a Gravity IT Resources
6451 N Federal Hwy #410
Fort Lauderdale, FL 33308
Phone: 954-809-3534
Internet Address: www.gravityitresources.com
Contract Administrator: Rick Connolly
E-Mail: rick.connolly@gravityitresources.com
ALT Contract Administrator: Jake Cibula
E-Mail: jake.cubula@gravityitresources.com

BUSINESS SIZE: Small Business

Pricelist current through Mod #1 effective February 17, 2022

For more information on ordering from the Federal Supply Schedules go to the GSA Schedules page at GSA.gov
1a. Awarded Special Item Number(s):
   511210 Software Licenses
   54151S Information Technology Professional Services
   OLM Order-Level Materials

1b. Lowest priced model number and lowest unit price for that model for each SIN awarded in the contract: See attached pricelist

1c. A description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees who will perform services is provided below.

2. Maximum Order:
   511210 and 54151S: $500,000

3. Minimum Order: $100

4. Geographic Coverage (delivery Area): Domestic - 50 States, DC

5. Point of Production: Same as company address


7. Quantity Discount: An additional 1% will be applied on single task orders of $250,000 and above for SIN 54151S.

8. Prompt Payment Terms: Net 30

9. Foreign Items: None

10a. Time of Delivery: SIN 511210 – 30 days ARO
     SIN 54151S – As Negotiated at the task order level

10b. Expedited Delivery: Consult with contractor

10c. Overnight and 2-day delivery: Consult with contractor

10d. Urgent Requirements: Consult with contractor

11. F.O.B. Points: Destination

12a. Ordering Address:
     Same as company address

12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address: Same as company address
14. Warranty Provision: None

15. Export Packing Charges: Not Applicable

16. Terms and Conditions of Rental, Maintenance, and Repair: Not Applicable

17. Terms and Conditions of Installation: Not Applicable

18a. Terms and Conditions of Repair Parts Indicating Date of Parts Pricelists and Any Discounts From List prices: Not Applicable

18b. Terms and Conditions for any other services: Please reference the Aliro Software Terms

19. List of Service and Distribution Points: Not Applicable

20. List of Participating Dealers: Not Applicable

21. Preventive Maintenance: Not Applicable

22a. Special Attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor’s website or other location.) The EIT standards can be found at: www.Section508.gov/. Not Applicable

23. SAM Unique Entity ID: R8MAM7YD9L72

24. Notification Regarding registration in System for Award Management (SAM.gov) database: Registered -- CAGE Code 8Q4M5
## GSA APPROVED PRICE LIST

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Feb 17, 2022 – Feb 16, 2023</th>
<th>Feb 17, 2023 – Feb 16, 2024</th>
<th>Feb 17, 2024 – Feb 16, 2025</th>
<th>Feb 17, 2025 – Feb 16, 2026</th>
<th>Feb 17, 2026 – Feb 16, 2027</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Engineer 1</td>
<td>$101.18</td>
<td>$103.92</td>
<td>$106.72</td>
<td>$109.60</td>
<td>$112.56</td>
</tr>
<tr>
<td>Software Engineer 2</td>
<td>$128.69</td>
<td>$132.16</td>
<td>$135.73</td>
<td>$139.40</td>
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</tr>
<tr>
<td>Software Engineer 3</td>
<td>$147.36</td>
<td>$151.33</td>
<td>$155.42</td>
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<td>Business Analyst 1</td>
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<td>Project Manager/Agile Coach 1</td>
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<td>Project Manager/Agile Coach 3</td>
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<tr>
<td>Salesforce Developer/Architect 1</td>
<td>$121.81</td>
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<td>$152.27</td>
<td>$156.38</td>
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<tr>
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<tr>
<td>Cloud Engineer 1</td>
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<td>$128.48</td>
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<td>Cloud Engineer 2</td>
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<tr>
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<td>$93.83</td>
<td>$96.36</td>
<td>$98.96</td>
<td>$101.63</td>
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<td>Network Admin/Engineer 2</td>
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<td>$88.78</td>
<td>$91.18</td>
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</tr>
</tbody>
</table>

### Service Contract Labor Standards (SCLS) Statement

The Service Contract Labor Standards (SCLS), formerly the Service Contract Act (SCA), apply to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories/services have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS.
eligible labor categories. If and / or when the contractor adds SCLS labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS / SCA matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

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<th>Minimum Education</th>
<th>Minimum Years of Experience</th>
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<td>Software Engineers have experience in researching, designing &amp; writing software to create applications for enterprise clients. Once software is written, software engineers evaluate the software &amp; systems to improve/develop existing/new programs.</td>
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<td>Project Managers are responsible for planning, procuring &amp; executing projects. Undertaking the defined scope, start &amp; finish. Agile Coach coaches agile teams to follow and develop company standards and requirements through the agile process. Providing training, helping to navigate agile tools/software and encourages employee/stakeholder buy in.</td>
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<td>Salesforce Developer/Architect 1</td>
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<td>As a ServiceNow Developer you are responsible for core system configuration. Gathering and documenting user and process requirements, functional requirements, developing technical requirements, developing workflow customizations &amp; supporting the Service transformation teams.</td>
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<td>DevOps Engineers will help design, code, debug &amp; document the CI-CD process using industry standards to improve speed/efficiency of software development life-cycle.</td>
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<td>Data Scientists use scientific methods, processes, algorithms and systems to extract knowledge, insights &amp; business decision making from structural &amp; unstructured data. Data Engineers create data pipelines that connect data from one system to another.</td>
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<tr>
<td>Cyber Security Engineer 1</td>
<td>Cyber Security Engineers are responsible for the protection of Data and systems against unauthorized use of external parties. They create policies and programs to help protect an organization’s data from cyber attacks.</td>
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<tr>
<td>Network Admin/Engineer 1</td>
<td>Network Engineer builds, designs &amp; maintains the connectivity of networks in terms of data, voice, calls, videos &amp; wireless networks within a companies infrastructure</td>
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<td>20 Years</td>
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<tr>
<td>Help Desk/Service Desk 1</td>
<td>Help/Service Desk professionals provide technical support and assistance to customers. Experience with a wide range of computer software systems &amp; application problems.</td>
<td>Bachelors</td>
<td>5 Years</td>
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<td>Help Desk/Service Desk 2</td>
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<td>AliroEnt5000</td>
<td>Aliro Platform for Enterprises with 5000+ Employees</td>
<td>Per Year</td>
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<td>AliroSetupMid251</td>
<td>Aliro Platform Setup Fee for Mid-sized companies with 251-1000 Employees</td>
<td>Per Year</td>
<td>$1,473.55</td>
</tr>
<tr>
<td>AliroSmall250</td>
<td>Aliro Platform for Small Companies with 1-250 Employees</td>
<td>Per Year</td>
<td>$5,894.21</td>
</tr>
<tr>
<td>AliroSetupSmall250</td>
<td>Aliro Platform Setup Fee for Small Companies with 1-250 Employees</td>
<td>Per Year</td>
<td>$491.18</td>
</tr>
</tbody>
</table>

Terms of Use

1. **ACCEPTANCE OF TERMS**

This service is owned and operated by Aliro Group LLC (“Aliro”). Aliro permits access to and use of the Aliro platform, including the website at https://app.onalirio.com and any related Mobile Apps (as defined below) (collectively, the “Service”), subject to the terms and conditions in this Terms of Service (“TOS”). Aliro may, at its discretion, update the non-material terms of this TOS at any time. You can access and review the most current version of the TOS at the URL for this page or by clicking on the “Terms of Service” link within the Service or as otherwise made available by Aliro.

PLEASE REVIEW THE TOS CAREFULLY. BY EXECUTING A WRITTEN ORDER FOR THE SERVICE, YOU AGREE TO BE BOUND BY THE TOS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THE TOS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THE TOS, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE TOS, YOU MAY NOT ACCESS OR USE THE SERVICE.

You represent and warrant that you are: (i) over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Service under the laws of your country of residence or any other applicable jurisdiction.
2. OTHER AGREEMENTS
In addition to the TOS, your access to and use of the Service is subject to the Aliro Privacy Policy, located at https://app.onaliro.com/privacy-policy and attached hereto (“Privacy Policy”), if applicable, the terms contained in an enterprise agreement between Aliro and your employer (an “Enterprise Agreement”), and any usage or other policies relating to the Service posted or otherwise made available to you by Aliro (collectively, “Additional Terms”). The Additional Terms are part of the TOS and are attached hereto and hereby incorporated by reference, and you agree to be bound by the Additional Terms. If your use of the Service is subject to an Enterprise Agreement, the Enterprise Agreement shall govern over any inconsistent terms in the TOS.

3. GRANT OF RIGHTS
   a. Aliro grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view pages within the Service.
   b. To the extent that the Service provides access to any online software, applications or other similar components, Aliro grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use such components only in the form within the online platform provided by Aliro.
   c. Aliro may make available mobile apps for access to and use of certain components of the Service (collectively, “Mobile Apps”). Your access to and use of Mobile Apps is subject to the applicable end user license agreement for each app.
   d. All rights granted to you under this TOS are subject to your compliance with the TOS in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes. Your access to and use of the Service must further comply in all material respects with any usage guidelines posted by Aliro.

4. REGISTRATION
   a. You may browse the Service without registering, but some features may not be accessible unless you register. In registering for the Service, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “Registration Data”); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Aliro reasonably suspects that you have done so, Aliro may suspend or terminate your account.
   b. You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account. You agree to notify Aliro immediately of any unauthorized use of your account or password or any other similar breach of security.
   c. If your account remains inactive for three months or longer, Aliro reserves the right to suspend or terminate your account, with or without notice to you, and delete your Content (as defined in Section 6(a)), all without liability to you.

5. REFERRAL PROGRAM AND PAYMENTS
   a. Definitions. This Section 5 sets forth the terms and conditions under which Aliro will make payments to Referrers and Candidates. As used herein: (i) “Referrer” means an individual who has created a registered account within the Service and who has referred specific individuals for a specific job listing or to an employer talent network via the Service; (ii) “Candidate”
means an individual who has been referred by a Referrer and applied for a specific job listing via the Service or has applied to a specific job listing directly without being referred by a Referrer; and (iii) “Employer” means any individual, corporation, partnership, limited liability company or other entity that lists one or more job openings within the Service. A Candidate may directly apply for any specific job listing by an Employer, in which case there is no Referrer, only a Candidate.

b. Payments of Referrer Success Fees to Referrers. In the event and only in the event that a Candidate referred to an Employer by a Referrer is hired by such Employer and actually commences employment with such Employer (a “Qualified Hire”), then the Referrer shall be entitled to a success fee (a “Referrer Success Fee”) based upon an amount specified by the Employer, all as more particularly set forth within the Service in accordance with the GSA Schedule Pricelist (“Specified Amount”).

In the event that a Candidate has been referred for a specific job listing or to an employer talent network by more than one Referrer, the Referrer whose link the Candidate uses to access the job listing and apply for a specific job or to join the employer talent network and apply for the job, and only such Referrer, shall be entitled to the Referrer Success Fee in connection with the hiring of such Candidate by the applicable Employer and the commencement of employment by such Candidate with such Employer. Employers may, at their sole discretion, set the timeframe by which candidates will remain identified with an employee Referrer.

In the event of a Qualified Hire, Aliro shall pay the Referrer Success Fee to the Referrer within forty-five (45) days of the applicable Candidate’s commencement of employment with the applicable Employer, provided in all respects that Aliro has been paid the success fee payable by such Employer in connection with such Qualified Hire and Candidate has met any required probation or performance period required by such Employer. In some cases, Employer may require multiple payments based on any required probation or performance period.

c. Payments of Candidate Success Fees to Candidates. In the event and only in the event that a Candidate referred to an Employer by a Referrer via the Service is subsequently offered a position by such Employer and actually commences employment with such Employer, then the Candidate shall be entitled to a success fee (a “Candidate Success Fee”) based upon the Specified Amount, all as more particularly set forth within the Service in accordance with the GSA Schedule Pricelist.

Notwithstanding any of the foregoing or any other term or provision of the TOS, in the event that a Candidate has directly applied to a job position and there is no Referrer, the Candidate shall only be entitled to a Candidate Success Fee and shall not be entitled to the Referrer Success Fee.

In the event that a Candidate becomes entitled to a Candidate Success Fee in accordance with the foregoing terms and conditions, Aliro shall pay the Candidate Success Fee to the Candidate within forty-five (45) days of the Candidate’s commencement of employment with the applicable Employer, provided in all respects that Candidate has met any required probation or performance period required by such Employer. In some cases, Employer may require multiple payments based on any required probation or performance period.

d. Corporate Customers. This section will apply solely to Customers that have executed a separate subscription agreement with Aliro (“Recruiting Customer”).
i. Recruiting Customer will be invoiced in accordance with the contract fee structure set forth in the applicable subscription agreement. Recruiting Customer will be invoiced immediately upon signature of the subscription agreement for the one-time Activation Fee listed on such agreement.

Recruiting Customer will be invoiced for the Success Fee when the applicable Candidate accepts an offer of employment as a result of a referral in connection with the Service and Recruiting Customer shall pay the Success Fee within thirty (30) days of the invoice receipt date. Aliro will pay Candidate Success Fees and Referrer Success Fees to the Candidate and Referrer, as applicable, the earlier of 45 days after the Candidate begins employment or when Aliro is paid. All invoices shall be due and payable net thirty (30) days from invoice receipt date.

ii. Any referral made by an employee, including contract employees, of a Recruiting Customer who has been pre-identified by such Recruiting Customer prior to the employee referral taking place (an “ERP Referral”) is exempt from fees. Recruiting Customer will provide Aliro with a list of names and email addresses of employees qualified to make such ERP Referrals, so that they may be white-listed and pre-registered as Recruiting Customer employees. New names and email addresses of such employees qualified to make such ERP Referrals will be provided by Recruiting Customer to Aliro monthly to ensure the accuracy of the database.

iii. In the event that, at the time of expiration or termination of this Agreement, Recruiting Customer is considering a Candidate or Candidates referred to Recruiting Customer via the Aliro Platform and such candidate or candidates are subsequently hired by Recruiting Customer within one (1) year of the date of termination of this Agreement, Recruiting Customer shall be responsible for the payment of the applicable Success Fee(s) as stated in the applicable subscription agreement.

iv. In the event that a hired Candidate fails to start in the newly hired role due to circumstances beyond the Recruiting Customer’s control, Aliro will provide a refund of the Success Fee paid.

v. In the event that a hired Candidate fails to meet the required probation period(s), Aliro will provide a refund of the Success Fee paid.

vi. Upon the expiration or termination of this TOS, Recruiting Customer shall pay Aliro all amounts due and payable by Recruiting Customer.

e. Conditions for Payment. To receive any payment through the Service, you represent and warrant that: (i) you are exempt from backup withholding; (ii) you have not been notified by the U.S. Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified you that you are no longer subject to backup withholding. Aliro reserves the right to suspend or withhold any payment if it has a reasonable basis to believe that the payment due results from or may result in fraud or any violation of the TOS or applicable law.

f. Method of Payment. Any payment by Aliro of a Referrer Success Fee or a Candidate Success Fee shall be made through PayPal or other third-party provider selected by Aliro, as more particularly set forth within the Service. Aliro does not collect any bank account information, credit card information, or any other personal information of a similar nature. By inputting a payment method to accept payment within the Service, you represent and warrant that: (i)
you are the authorized account holder for the payment method account; and (ii) you are the lawful owner of the payment method account used to receive any payment from the Service.

g. Taxes. Aliro shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 552.212-4(k).

h. Reserved.

i. U.S. Dollars. All dollar amounts listed within the Service are denominated in U.S. dollars unless otherwise specified.

6. RESPONSIBILITY FOR CONTENT

a. You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Service, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Aliro, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Service ("Your Content"), and other users of the Service, and not Aliro, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Service ("User Content"). You acknowledge that Aliro may receive Content about you from third party sources as set forth in the Privacy Policy, and may use such Content in connection with the Services.

b. You acknowledge and agree that Aliro has no obligation to pre-screen Content (including Your Content and User Content), although Aliro reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing sentence, Aliro shall have the right to remove any Content that violates the TOS or that it deems objectionable subject to the Contract Disputes Act.

c. TO THE EXTENT THAT YOU SUBMIT YOUR CONTENT, YOU REPRESENT AND WARRANT THAT: (i) YOU HAVE ALL NECESSARY RIGHT AND AUTHORITY TO GRANT THE RIGHTS SET FORTH IN THE TOS WITH RESPECT TO YOUR CONTENT, INCLUDING THE RIGHTS AND AUTHORITY TO PROVIDE ALL THE CANDIDATE OR REFERRER DATA THAT YOU PROVIDE TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS TOS; (ii) YOUR CONTENT DOES NOT VIOLATE ANY DUTY OF CONFIDENTIALITY OWED TO ANOTHER PARTY, OR THE COPYRIGHT, TRADEMARK, RIGHT OF PRIVACY, RIGHT OF PUBLICITY OR ANY OTHER RIGHT OF ANY OTHER PARTY; AND (iii) ANY FACTUAL INFORMATION PRESENTED IN YOUR CONTENT IS ACCURATE AND COMPLETE IN ALL MATERIAL RESPECTS.

d. To the extent that you provide any personal data to Aliro, including as part of Candidate or Referrer data provided through the Services or otherwise in connection with this TOS, you shall have sole responsibility for the accuracy, quality, and legality of such personal data on the Service, and hereby represents you have acquired and provided such personal data in compliance with all applicable laws and with the proper consent of the applicable data subjects.

e. In addition to the obligations set forth herein, with regard to personal data provided by Recruiting Customer through the Service or otherwise in connection with this TOS, the Recruiting Customer agrees as follows:
i. Controller and Processor. Under applicable data privacy and protection laws and regulations ("Privacy Laws"), Recruiting Customer is the Controller, Aliro is the Processor of such personal data, and Recruiting Customer, in its use of the Services, shall process personal data solely in accordance with the requirements of such Privacy Laws.

ii. Aliro Obligations regarding Personal Data. Aliro shall treat personal data in accordance with the Privacy Policy and shall only process personal data on behalf of Recruiting Customer (a) in accordance with this TOS, or the applicable subscription agreement, order form, or statement of work; (b) in accordance with Recruiting Customer’s documented (including via email), reasonable instructions, where such instructions are consistent with the terms of this TOS; or (c) as otherwise initiated by Candidates or Referrers in their use of the Service. Aliro will implement and maintain technical and organizational safeguards designed to protect against unauthorized access to, or use or disclosure of personal data on the Service.

iii. Candidate and Referrer Requests. Aliro shall, to the extent legally permitted, promptly notify Recruiting Customer if Aliro receives a request from a Candidate or Referrer to exercise his or her rights as a data subject to access, rectify, erase, or restrict the processing of his or her personal data on the Services. It is Recruiting Customer’s responsibility to take appropriate action in response to such requests.

iv. Security Breach. Aliro will notify Recruiting Customer without undue delay upon discovery of any suspected or actual security or confidentiality breach or other compromise of personal data, describing the breach, the status of any investigation or mitigation taken by Aliro, and if applicable, the potential number of Candidates or Referrers affected. Neither party will communicate with any third party regarding any security breach except as specified by other party or by the applicable law.

v. Subprocessors. Recruiting Customer acknowledges and agrees that Aliro and its affiliates may engage third-parties to subprocess personal data in connection with the provision of the Service, provided that such subprocessors are bound by obligations to protect personal data in a manner no less protective than those in this TOS. A list of current sub-processor will be provided by Aliro upon request.

7. RIGHTS TO CONTENT

a. Aliro does not claim ownership of Your Content. However, you hereby grant Aliro and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Service. You acknowledge and agree that the technical processing and transmission of data associated with the Service, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

b. Except with respect to Your Content, you acknowledge and agree that, as between you and Aliro, Aliro owns all rights, title and interest (including all intellectual property rights) in the Service and all Content and other materials within the Service. The Service is protected by U.S. and international copyright and other intellectual property laws and treaties. Aliro reserves all rights not expressly granted to you.
c. Except with respect to Your Content, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Service, except as expressly permitted under the TOS; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Service; (iii) frame or utilize any framing technique to enclose any Content; (iv) access the Service for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service or any products or services offered by Aliro; (v) rent, lease, lend, sell or sublicense the Service or otherwise provide access to the Service as part of a service bureau or similar fee-for-service purpose; or (vi) remove or obscure any proprietary notice that appears within the Service.

8. USER CONDUCT

In connection with your access to or use of the Service, you shall not

a. upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.

b. impersonate any person or entity, including Aliro personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;

c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

d. act in a manner that negatively affects the ability of other users to access or use the Service;

e. take any action that imposes an unreasonable or disproportionately heavy load on the Service or its infrastructure;

f. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

g. use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Service; substantially download, reproduce or archive any portion of the Service;

h. sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Service, including your user account and password; or

i. violate any applicable local, state, provincial, federal or international law or regulation.
9. **SUGGESTIONS**

If you elect to provide or make available to Aliro any suggestions, comments, ideas, improvements or other feedback relating to the Service (“Suggestions”), you hereby grant Aliro and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Suggestions (in any form and any medium, whether now known or later developed), in each case without credit or compensation to you. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

10. **DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES**

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Service, including payment for and delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that Aliro shall not be liable for any damage or loss of any kind incurred as a result of any such dealings.

11. **LINKS AND EXTERNAL MATERIALS**

The Service or users of the Service may provide links or other connections to other websites or resources. You acknowledge and agree that Aliro does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources (“External Materials”). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Aliro shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Materials.

If you are a Recruiting Customer, you may provide additional rules applicable to Candidates’ use of your employee referral programs. Such rules will not supersede any terms or conditions of the TOS as they apply to Candidates’ use of the Service. Such rules will be outlined to Candidates in the Service under “Program Rules” or such other location deemed appropriate by Aliro.

12. **MODIFICATIONS TO THE SERVICE**

Aliro reserves the right at any time to modify or discontinue the Service (or any portion thereof) with or without notice, and Aliro shall not be liable to you or any third party for any such modification or discontinuance. In the event that Aliro discontinues the Service that You have contracted for or Modifies the Service in such a way that its functionality is materially degraded, You shall be entitled to a pro rata refund for any fees paid not used.

13. **RESERVED**

14. **DISCLAIMER OF WARRANTIES**

a. **ALIRO WARRANTS THAT THE SERVICE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALIRO PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

b. **ALIRO PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE**
OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

15. LIMITATION OF LIABILITY
a. ALIRO PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF ALIRO PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL ALIRO PARTIES’ TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE EXCEED THE AMOUNT PAID BY YOU TO ALIRO FOR ACCESS TO THE SERVICE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

b. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. TERMINATION
a. 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). During any dispute under the Disputes Clause, Aliro shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

b. Upon termination of the TOS for any reason: (i) Aliro, in its sole discretion, thirty (30) days after Termination, may remove and discard Your Content; and (ii) any provision that, by its terms, is intended to survive the expiration or termination of this TOS shall survive such expiration or termination.

17. GOVERNING LAW
The TOS shall be governed by and construed and enforced in accordance with the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOS.

18. RESERVED

19. LEGAL COMPLIANCE
You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

20. U.S. GOVERNMENT ENTITIES
This section applies to access to or use of the Service by a branch or agency of the United States Government. The Service includes “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: consistent with the policy set forth in 48 C.F.R. 12.212. The United States Government shall acquire
only those rights set forth in the TOS with respect to the such items, and any access to or use of the Service by the United States Government constitutes: (i) agreement by the United States Government that that such items are “commercial computer software” and “commercial computer software documentation” as defined in this section; and (ii) acceptance of the rights and obligations herein.

21. NO THIRD-PARTY BENEFICIARIES
You agree that, except as otherwise expressly provided in the TOS, there shall be no third-party beneficiaries to the TOS.

22. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT
If you believe that your work has been made available through the Service in a way that constitutes copyright infringement, please provide Aliro’s Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Service; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Aliro’s Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims
801 Old Lancaster Road
Bryn Mawr, PA 19010

Phone: 877.ALIRO44 (254.7642)
Email: support@onaliro.com

23. CALIFORNIA USERS & RESIDENTS
In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

24. GENERAL PROVISIONS
The TOS constitutes the entire agreement between you and Aliro concerning your access to and use of the Service. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Aliro with respect to such subject matter. In the event of any conflict between or among the TOS and any end user license agreement, privacy policy or usage guidelines to which the TOS refers, the terms and conditions of the TOS shall take precedence and govern. The TOS may not be amended by you except in a writing executed by you and an authorized representative of Aliro. For the purposes of the TOS, the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” You may not assign or delegate any right or obligation under the TOS without the prior written consent of Aliro. The failure of Aliro to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of this TOS is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOS. Excusable delays shall be governed by FAR 552.212-4(f).
Privacy Policy

This Privacy Policy describes the information that Aliro Group LLC (“Aliro”), may collect through your access to or use of the Aliro platform, including the website at https://app.onaliro.com and any related Mobile Apps (as defined in the Terms of Service) (collectively, the “Service”). It also describes how Aliro may use, disclose, store and process information collected through your access to and use of the Service.

1. GENERAL

   a. Consent. By accessing or using the Service, you consent to the collection, use, disclosure, storage and processing of your information in accordance with: (i) this Privacy Policy; (ii) any related terms of service, end user license agreement or services agreement (collectively, “Service Terms”); and (iii) and as permitted or required by applicable law.

   b. International. Our databases are currently located in the United States. Aliro makes no claim that its Service is appropriate or lawful for use or access outside the United States. If you access the Service from outside the United States, you are consenting to the transfer of your personal information from your location to the United States. You are solely responsible for complying with all local laws, rules and regulations regarding online conduct and access to the Service. By sending us your information, you further consent to its storage within the United States.

   c. Interpretation. For the purposes of this Privacy Policy, the words “such as,” “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.”

2. HOW ALIRO COLLECTS AND USES INFORMATION

   a. Information That You Provide Directly. Aliro may ask for certain information such as your name, physical address, email address, billing contact, payment account information (such as, credit card and bank account information), telephone number, password, and other information. Aliro may retain any messages you send through the Service, and Aliro may also retain other information you voluntarily provide to Aliro. Aliro uses this information to operate, maintain and provide to you the features and functions of the Service, and as further described below.

   b. Information Collected or Received from Third Parties. Aliro may receive information about you from third parties. You should always review and, if necessary, adjust your privacy settings on third-party services before linking or connecting them to the Service. Aliro may also collect information about you from Aliro’s third-party business associates, publicly-available sources and Aliro’s affiliates.

   c. Analytics information. Aliro may collect, measure and analyze traffic and usage trends for the Service, and Aliro may use third-party analytics tools to help Aliro (“Analytics Tools”). This allows Aliro to understand, among other things, who is using the Service, how they are using it, and ways to improve the Service. Analytics Tools may use cookies and persistent device identifiers to collect and store information such as time of visit, pages visited, time spent on each page, IP address, and type of operating system used. Google Analytics is among the Analytics Tools we use. For more information about how Google Analytics may use your information and how you may be able to control use of such information, please see https://policies.google.com/technologies/partner-sites.

   d. Cookies. When you access or use the Service, Aliro may send one or more cookies (small text files containing a string of alphanumeric characters) to your computer that uniquely identify
your browser and enhance your navigation within the Service. A cookie may also convey information to Aliro about how you use the Service (such as the pages you view, the links you click and other actions you take), and allow Aliro or Aliro’s third-party business associates to track your usage of the Service. There are at least two different types of cookies: persistent and session cookies. A persistent cookie remains on your device after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser’s directions for removal of cookies. A session cookie is temporary and is deleted after you close your browser. You can reset your web browser to refuse all cookies or to notify you when a cookie is being sent. However, some features of the Service may not function properly if cookies are disabled.

e. Log File. Log file information is automatically reported by your browser each time you access a web page. When you access or use the Service, Aliro’s servers may automatically record certain log file information, such as your web request, internet protocol (IP) address, browser type, referring/exit pages and URLs, number of clicks and how you interact with links within the Service, domain names, landing pages, and pages viewed.

f. Clear GIFs/Web Beacons. Clear GIFs (also known as web beacons) allow for the tracking of a user’s response to an email or usage of a website in a manner that does not reveal personally-identifiable information. Aliro may use clear GIFs or similar technologies to assess responses to emails and usage of the Service, such as tracking when emails are opened and which links are clicked by recipients. You can disable the ability of clear GIFs to capture information by blocking cookies.

g. Device Identifiers. When you access or use the Service using a mobile device, Aliro may access, collect, monitor and/or remotely store one or more “device identifiers,” such as a universally unique identifier (UUID). Device identifiers are small data files or similar data structures stored on or associated with your device that uniquely identify your device. A device identifier may consist of data stored in connection with the device hardware, operating system or other software, or data sent to the device by Aliro. A device identifier may convey information to Aliro about how you browse and use the Service. A device identifier may remain persistently on your device to enhance your navigation within the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled.

h. Advertising Identifiers. Advertising identifiers are unique strings associated with your mobile device that are provided by the operating system. Advertising identifiers may be modified or disabled by users in the device operating system’s settings.

i. Location Data. When you access or use the Service, Aliro may access, collect, monitor and/or remotely store “location data,” which may include GPS coordinates (such as latitude and/or longitude) or similar information regarding the location of your device. Location data may convey to Aliro information about how you browse and use the Service. Some features of the site, particularly location-based services, may not function properly if use or availability of location data is impaired or disabled.

j. Commercial Communications. Aliro may use the information Aliro collects or receives to communicate directly with you, such as sending you emails containing newsletters, promotions and special offers. Aliro may also use the information to send you service-related notices (such as account verification, technical and security notices).

k. Use of Certain Service-Type Data. Aliro may use the information described in this Section 2 to: (i) remember information so that you will not have to re-enter it during your visit or the next
time you visit the site; (ii) provide custom, personalized content or information; (iii) monitor the effectiveness of the Service; (iv) monitor aggregate metrics, such as total number of visitors, traffic and demographic patterns; (v) diagnose or fix technology problems; (vi) provide advertising to your browser or device; and (vii) conduct research or surveys.

l. Use of Information with Your Consent. Aliro may further use your information for any other purpose for which you provide consent.

m. Account Login. If you have an account with the Service and log in while you access or use the Service, the information described in this Section 2 may be collected and maintained in a manner that associates such information with your name or contact information.

n. Combining Information. Aliro may combine any of the information that Aliro collects from or about you, from one or multiple sources, and use it in the manner described in this Privacy Policy.

3. HOW ALIRO MAY SHARE YOUR INFORMATION

a. Business Associates and Service Providers. Aliro may share information about you with third-party business associates and service providers that perform services on Aliro’s behalf in connection with the Service for the purpose of providing the Service. Aliro may also share information about you with any of Aliro’s affiliates for purposes consistent with this Privacy Policy.

b. Business Change. If Aliro becomes involved in a merger, consolidation, acquisition, sale of assets, joint venture, securities offering, bankruptcy, reorganization, liquidation, dissolution or other transaction, or if the ownership of all or substantially all of Aliro’s business otherwise changes, upon Your prior written consent in accordance with the provisions of FAR 42.1204, Aliro may share or transfer your information to a third party or parties in connection with such transaction or change in ownership, including as part of the due diligence process conducted by the parties to a potential transaction.

c. Necessary Disclosure: Regardless of the choices you make concerning your information and to the extent permitted or required by applicable law, Aliro may disclose information about you to third parties to: (i) enforce or apply this Privacy Policy or the Service Terms; (ii) comply with laws, subpoenas, warrants, court orders, legal processes or requests of government or law enforcement officials; (iii) protect Aliro’s rights, reputation, safety or property, or that of Aliro’s users or others; (iv) protect against legal liability; (v) establish or exercise Aliro’s rights to defend against legal claims; or (vi) investigate, prevent or take action regarding known or suspected illegal activities; fraud; violation of the Service Terms; or as otherwise required by law.

d. Sharing Information. Aliro may share certain service-type information, including information obtained through tools such as cookies, log files, device identifiers, location data and clear GIFs (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks) with Aliro’s third-party business associates for the purposes described in the Section 2. Aliro may also aggregate or otherwise strip data of all personally-identifying characteristics and share that aggregated, anonymized data with third parties.

4. HOW ALIRO PROTECTS YOUR INFORMATION

Aliro takes physical, technological and administrative measures to protect the information you provide through the Service against loss, theft, and unauthorized access, use, disclosure or modification. However, Aliro cannot ensure or warrant the security of any information you transmit to Aliro or
guarantee that information within the Service will not be accessed, disclosed, altered or destroyed. Communications sent to or from the Service may not be secure. You should use caution whenever submitting information online and take special care in deciding what information you send to Aliro via email.

5. **YOUR CHOICES ABOUT YOUR INFORMATION**

   a. **Controlling Your Settings.** You can limit your browser or mobile device from providing certain information by adjusting the settings in the browser, operating system or device. Please consult the documentation for the applicable browser, operating system or device for the controls available to you. You can also stop receiving promotional emails from Aliro by following the unsubscribe instructions in those emails. Note that unsubscribe is not available for certain emails, such as those concerning your relationship or dealings with Aliro.

   b. **Targeted Advertising.** You can learn more about targeted ads and your choices to prevent third parties from delivering targeted ads to your browser or device by visiting [http://optout.networkadvertising.org](http://optout.networkadvertising.org) and [http://optout.aboutads.info/](http://optout.aboutads.info/). You may opt out of certain Google Analytics Advertising Features by visiting [https://tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout). You should be aware that even if you opt out of targeted ads, you may still see ads within the Service, although the ads may not be tailored to your interests.

   c. **Do Not Track.** At this time, Aliro does not recognize “do not track” signals sent from web browsers. Third-party services that Aliro uses may collect personal information about individual users and their activities over time and across different websites. In some cases, you may be able to disable tracking mechanisms, but doing so may disable certain features of the Service. To disable tracking, please consult the documentation for your browser, operating system or device. For some devices, it may not be possible to disable tracking mechanisms.

6. **HOW LONG ALIRO KEEPS YOUR INFORMATION**

   Aliro will retain your information as long as necessary for the purposes outlined in this Privacy Policy, and for a commercially reasonable time thereafter for backup, archival, fraud prevention or detection, or audit purposes, or as otherwise required by law.

7. **CHILDREN’S PRIVACY**

   The Service is not directed to children and is intended for use by adults only. Aliro do not knowingly collect personal information from individuals under 13 years of age. If you are under the age of 13, please do not submit any personal information through the Service.

8. **DISCLOSURE TO THIRD PARTY COMPANIES**

   We may enter into agreements with companies that provide our Services by way of a co-branded or private-labeled website or companies that offer their products and/or services on our website (“Third Party Companies”). Per our specific co-branded agreement with Internet Association (IA), IA will not receive any personal identifiable information involved with the provision of our Services; however, we will provide aggregated metrics to Internet Association. The privacy policies of other Third Party Companies may apply to the use and disclosure of your personal information that we collect and disclose to such Third Party Companies. Because we do not control the privacy practices of Third Party Companies, you should read and understand their privacy policies. We will not disclose your personal identifiable information to any unaffiliated Third Party Company or Internet Association.

9. **THIRD-PARTY SERVICES AND SERVICES**

   The Service may reference or provide links to other websites or resources. If you access any website or resources provided by a third party, this Privacy Policy will not apply. Your interactions with such
websites and resources are subject to the privacy policies of the third parties that operate them. Please review those policies carefully to understand how those parties will treat your information.

10. YOUR CALIFORNIA PRIVACY RIGHTS
To the extent provided by the law of your jurisdiction, you may (i) have the right to access certain personal information we maintain about you and request details about how we process it, (ii) request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes, (iii) request that we update or correct inaccuracies in that information, (iv) object to our use of your personal information, (v) ask us to block or delete your personal information from our database, and (vi) request to download the information you have shared on the Services. You may make these requests and any other inquiries about this Privacy Policy by emailing privacy@onaliro.com. Any such requests are subject to the protection of other individuals’ rights and applicable law. Additionally, to help protect your privacy and maintain security, we may take steps to verify your identity before granting you access to the information. To the extent permitted by applicable law, a charge may apply before we provide you with a copy of any of your personal information that we maintain.

11. UPDATES TO THIS PRIVACY POLICY
Aliro may update the non-material terms of this policy from time to time, and the updated version of this policy will be effective upon posting. Please check this page to review the most up-to-date version of this policy. By continuing to use the Service after an updated version has been posted, you agree that the new policy will apply to you.

12. CONTACT US
If you have any questions about this Privacy Policy, please contact us at:

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Bryn Mawr, PA 19010
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877-ALIRO42 (254-7642)

To unsubscribe from marketing emails, please email support@onaliro.com