

Yourco Privacy Policy

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Yourco provides a web-based communication platform that gives companies the ability to communicate and grant access to various types of information to their employees through SMS. We are committed to being transparent with our customers regarding the data we collect from you and how it is used and shared. By using the Services provided by Yourco you accept and agree to our use of your data under this Privacy Policy.

This Privacy Policy applies to any of the services of FuseMe, Inc. d/b/a Yourco (hereinafter referred to as “Yourco”) and other Yourco-related sites, apps, communications and services (the “Services”). Yourco has multiple product offerings that this Privacy Policy applies to, and may add new applications over time. Capitalized terms not defined in the Yourco Privacy Policy will have the meanings given to them in the Yourco (Online) Agreement.

Data Controllers & Processors. Under GDPR, data controllers are responsible for the management of data, while data processors are responsible for data security and processing data on behalf of the controllers. Depending on the Services purchased, Yourco may act as a data processor or co-controller of data (more detail listed in sections 4 and 5 below). At Yourco, we have chosen to adopt GDPR as a global standard for our Services, as we do not track whether someone is an EU citizen or not.

Consent. By using our Services, you agree to the terms of this Privacy Policy and to any applicable terms of service. We provide you choices that allow you to opt-out or control how your data is used.

Information We Collect. Yourco collects User Data, which contains Personal Information. This is done (voluntarily) to help build personalized accounts and to ensure a great user experience for Customer and all End Users. This section outlines the data that we collect and what we use it for.

1. **Personal Information.** Personal Information refers to any information that you voluntarily submit to us directly, or that we gather from your Employer, that identifies you personally, including contact information, such as your name, e-mail address, address, phone number, images, and other information about yourself.

2. **Associated End User Phone Number.** In order to accurately and securely associate you with your organization, we collect your cell phone number. Your Associated End User Phone Number is procured by your Employer through the application process or other legal procurement process, and maintained by your Employer in the Employee Directory. This number, in conjunction with a PIN, gives you secure access to the Services.
3. **Content.** Any messages, or other content, that are sent via SMS or other messaging capability by way of the Services are tracked and stored within the Services. This allows your Employer to keep an accurate record of conversations that they can reference during use of the Services.

How We Use Your Data. How we use your personal/user data will depend on which features you use. We use the data for the following:

- Grant you secure access to the Services
- Give your Employer the ability to message you through SMS
- Maintain your profile in the Employee Directory
- For billing and accounting services
- To present products and offers, which we believe would enhance your use of our Services (you can unsubscribe to these types of communications at any time)
- User login and management
- To measure, gauge, and improve the effectiveness of our advertising
- To measure, gauge, and improve the Services
- Help communicate with the Yourco support team

Information Ownership and Disclosures.

1. **Legal Disclosures.** It is possible that we will need to disclose information about you when required by law, subpoena, or to assist government enforcement agencies: (1) enforce our agreements with you, (2) investigate and defend ourselves against any third-party claims or allegations. We attempt to notify you about legal demands for your personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.
2. **Ownership of Information.** In your use of the Service, you may upload data, images, graphics, photos, links, text, or other Content to the Services. Although Yourco owns the code, databases, and all rights to the Yourco application, your Employer retains all rights to your Content.

Your Choices & Obligations.

- 1. Data Retention.** We retain the personal data you provide while your account is in existence or as needed to provide you and Customer the Services. We will retain personal data we process on behalf of our Customers for as long as needed to provide services to our Customers. Yourco will retain this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Data can be removed upon request of a Customer at the end of a predetermined agreement. Upon completion of a predetermined agreement, Customer data will be removed.
- 2. Rights to Access and Control Your Personal Data.** Customer has the ability to request an export and/or deletion of their Personally Identifiable Information and End User Personally Identifiable Information by contacting a Yourco representative at support@yourco.io, in accordance with Article 17 of GDPR. You can also inquire about Personally Identifiable Information that Yourco has about you by emailing support@yourco.io. You may be asked additional information to confirm your identity prior to disclosing any PII.

Sharing Information. We do not sell your personal information. We can share data in the following limited circumstances, with appropriate permissions and safeguards that focus on your privacy.

- 1. Aggregated or de-identified information.** This is information that cannot be tied back to an individual for the purpose of aggregate statistics.
- 2. Legal Requests.** We may disclose information about your company in response to a subpoena, court order, or other governmental request. Data subjects will be notified if their personal information is disclosed as a part of a legal request, to the extent legally permitted by law.

Yourco is potentially liable under the EU-U.S. and Swiss-U.S. Privacy Shield Principles in cases of onward transfer of data about EU and Swiss individuals to a third party acting on behalf of Yourco as its agent if the third party engages in a manner inconsistent with the Privacy Shield Principles and Yourco is responsible for the event giving rise to damages. Yourco shall ensure that any third party to which we disclose personal information provides the same level of privacy protection as is required by the Privacy Shield Principles and agrees in writing to provide an adequate level of privacy protection. Prior to disclosing personal information to a third party that is not acting as Yourco's agent, we will notify you of such disclosure and provide you with the choice to opt-out of the disclosure.

GDPR Information. With the enforcement of GDPR on May 25, 2018, Yourco is committed to helping its customers be GDPR compliant. Depending on the Services you use, Yourco may be a co-controller or data processor. Yourco provides GDPR features to help in both scenarios for data access, portability and data retention (as stated in sections “Data Retention” and “Rights to Access and Control Your Personal Data”).

Other Important Information.

- 1. Data Storage & Security.** While no online service is 100% secure, we work very hard to protect information about you against unauthorized access, use, alteration, or destruction, and take reasonable measures to do so, such as monitoring our Services for potential vulnerabilities and attacks. Yourco uses secure third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, credit card processing, and related technology required to run the Service. Compliance and various certifications of our hosting partners can be provided upon request. Credit Card Processing is managed by Quickbooks. For more information on their servers and security, please visit www.quickbooks.com. Yourco’s databases are located in the United States in multiple regions.
- 2. Disclosure.** Yourco may disclose Personally Identifiable Information under special circumstances, such as to comply with subpoenas when a user’s actions may violate the Terms of Service. Data subjects will be notified if their PII is disclosed as a part of a legal request, to the extent legally permitted by law.
- 3. Changes to this Privacy Policy.** Yourco reserves the right to update this policy at any time without prior notice. Your continued use of the Services after we publish or send a notice about our changes to this Privacy Policy means that you are consenting to the updated Privacy Policy. Any new features or tools which are added to the current Service shall also be subject to the Privacy Policy. You can review the most current version of the Privacy Policy at any time at: <https://storage.googleapis.com/yourco-public-assets/legal/privacy-policy.pdf>.

If you have any questions regarding this Privacy Policy, please contact us through email at support@yourco.io.

Definitions.

- 1. “Employer”** means the organization, company, or other entity in which you are legally employed via a Current Employment Agreement.
- 2. “User Data”** means data submitted, stored, sent or received via the Services by Customer, its Affiliates, End Users, website visitors, or prospective Customers.