

TERMS AND CONDITIONS

THIS VERSION IN EFFECT AS OF JANUARY 1, 2021.

THESE TERMS (“TERMS”) GOVERN YOUR USE OF THE WORKSMART MOBILE APP (“THE APP”) AND THE CONTENT, INFORMATION AND SERVICES PROVIDED THROUGH THE APP. IT EXEMPTS WORKSMART FROM LIABILITY OR LIMITS WORKSMART’S LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ. EACH TIME YOU USE THE APP, THIS AGREEMENT AS IT THEN READS WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE APP YOU SHOULD CHECK THE DATE OF THIS AGREEMENT (WHICH APPEARS AT THE TOP OF THIS AGREEMENT) AND REVIEW ANY CHANGES SINCE THE LAST VERSION.

1. YOUR ACCEPTANCE OF THESE TERMS

By using this App, you agree to these Terms. Each time you use the App you signify your acceptance and agreement, and the acceptance and agreement of all persons you represent, without limitation or qualification, to be bound by these Terms, and you represent and warrant that you have the legal authority to agree to and accept these Terms on behalf of yourself and all persons you represent.

2. SCOPE OF THESE TERMS

These Terms are in addition to and supplement any written agreements that you or any persons you represent have with WorkSmart (now or in the future). These Terms and all other agreements that you or any person you represent have with WorkSmart (now or in the future) together constitute the entire agreement regarding your access to and use of the App, and supersede all previous agreements (written, oral or otherwise) regarding your access to and use of the App. In the event of any inconsistency or conflict between the provisions of these Terms and the provisions of any other agreement that you or any persons you represent have with WorkSmart (now or in the future), the provisions of these Terms shall govern regarding your access to and use of the App.

3. PERMISSION TO USE THE WORKSMART APP

The App may be accessed and used only by individuals who have: (a) reached the age of majority in their jurisdiction of residence and can form legally binding contracts under applicable law; and (b) accepted this Agreement. Persons using the App must comply with all applicable laws. WorkSmart may in its discretion refuse permission to access and use the App. If you do not agree with each provision of these Terms, or you are not authorized to agree to and accept these Terms, you may not use this App, and WorkSmart may terminate or suspend your access to or use of this App immediately, without prior notice or liability.

4. PRIVACY POLICY AND USER INFORMATION

WorkSmart’s use of any information you provide via the App or your use of the App will be governed by our Privacy Policy. By using the App you may provide information to WorkSmart about yourself which is transmittable to the WorkSmart servers. Such information is made available by you and used by WorkSmart under these Terms and subject to the Privacy Policy, the terms and conditions of which are incorporated herein by reference. The Privacy Policy may

be accessed at <https://worksmartpeo.com/worksmartmobile>. WorkSmart urges you to read the Privacy Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of information you provide via the App.

5. **CHANGES TO THESE TERMS**

WorkSmart may, in its discretion, change, supplement, or amend these Terms from time to time, for any reason, and without any prior notice or liability to you or any other person. WorkSmart will update these Terms in the event of any such changes. Similarly, WorkSmart reserves the right, in its sole discretion and without notice to you, to terminate, change, suspend or discontinue any aspect of the App, and WorkSmart will not be liable to you or to any third party. WorkSmart may also impose rules for and limits on the App or restrict your access to part, or all, of the App without notice or penalty. WorkSmart may change these rules and/or limitations in our sole discretion. If you continue to use the App, you signify your agreement to our revisions to these Terms. Any changes to these Terms (other than as set forth in this paragraph) or waiver of WorkSmart's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of WorkSmart. You may not change, supplement, or amend these Terms in any manner.

6. **LICENSE GRANT**

By providing information to WorkSmart through the App, you expressly grant, and you represent and warrant that you have a right to grant, to WorkSmart a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such information where not inconsistent with WorkSmart's Privacy Policy, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the App.

7. **PROPRIETARY RIGHTS**

WorkSmart is the owner of all intellectual property rights (including copyrights, patents, trademarks, registered trademarks, and/or service marks) in the App and any part thereof.

Material published by WorkSmart in the App may contain other proprietary notices or describe products, services, processes or technologies owned by WorkSmart or third parties. Nothing in these Terms or in the App shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any copyright, trademark, trade name, patent or other intellectual property right owned or licensed by WorkSmart or any third party, except as expressly set forth herein. Any use of the trade names, trademarks, service marks and logos displayed on the App is strictly prohibited.

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8. **SECURITY**

WorkSmart operates secure data networks protected by industry standard security protection systems. WorkSmart's security and privacy policies are periodically reviewed and enhanced, as WorkSmart believes is necessary from time to time. However, the App, as most internet applications, are vulnerable to various security issues. Data and information sent using the App

may be subject to privacy and security invading activities including, but not limited to, eavesdropping, electronic trespassing, sniffing, spamming, nuking, hacking, spoofing, imposture, breaking passwords, harassment, fraud, forgery and system contamination, use of viruses, worms and Trojan horses, causing unauthorized, damaging harmful access and/or retrieval of information and data on your computer or other electronic devices.

Unfortunately, despite best efforts no one can guarantee 100% security. Therefore, any use of the App is conducted at your own risk. If you have particular security concerns about certain personal information, please do not transmit that information over the internet.

9. SECURITY VIOLATIONS

You are prohibited from violating or attempting to violate the security of the App or our network, including without limitation, (i) accessing data not intended for such a user or logging into a server or account for which such a user is not authorized access, (ii) attempting to probe, scan or test the vulnerability of the System or our network or to breach security or authentication measures without proper authorization, (iii) attempting to interfere with services to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing", or (iv) forging any TCP/IP packet header or any part of the header information in any posting. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the App or our network.

Violations of the App or network security may result in civil and/or criminal liability. WorkSmart will investigate occurrences that may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

10. ERRORS

WorkSmart endeavors to provide accurate information through the App. Nevertheless, errors may occur. Accordingly, WorkSmart reserves the right to change information available through the App at any time and from time to time without any notice or liability to you or any other person.

11. RELEASE

YOU HEREBY RELEASE, REMISE AND FOREVER DISCHARGE AS PERMITTED BY LAW EACH OF WORKSMART AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, CONTENT OR SERVICE PROVIDERS, SUPPLIERS, AFFILIATES, AND ALL OTHER RELATED ENTITIES OR PERSONS FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE AND KIND WHATSOEVER AND HOWSOEVER ARISING, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER EXIST, WHICH ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE APP.

12. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD WORKSMART HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING FROM OR RELATED TO YOUR USE OF THE APP OR YOUR BREACH OR VIOLATION OF

THESE TERMS, INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY CLAIM. YOU WILL ASSIST AND COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY SUCH CLAIM OR DEMAND.

13. **DISCLAIMER**

YOUR USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY WORKSMART TO THE FULLEST EXTENT PERMITTED BY LAW. THERE WILL NOT BE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

YOU ARE SOLELY RESPONSIBLE FOR OBTAINING, CONFIGURING AND MAINTAINING ALL COMPUTER HARDWARE, SOFTWARE, TELEPHONE SERVICES, AND OTHER EQUIPMENT AND SERVICES NECESSARY FOR YOU TO USE THE APP. THE INTERNET IS NOT A SECURE MEDIUM, MAY BE SUBJECT TO INTERRUPTION AND DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY.

THE OPERATION OF THE APP MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND WORKSMART'S CONTROL. THE OPERATION OF THE APP MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE.

WORKSMART WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGES SUFFERED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY FAILURE OR REFUSAL BY WORKSMART TO GIVE EFFECT TO, OR FOR ANY FAILURE OR DELAY BY WORKSMART IN RECEIVING, ACCESSING, PROCESSING OR ACCEPTING, ANY COMMUNICATION SENT TO WORKSMART BY MEANS OF THE APP, OR FOR ANY LOSS OR DAMAGES SUFFERED AS A RESULT OF THE OPERATIONAL FAILURE, MALFUNCTION, INTERRUPTION, CHANGE, AMENDMENT OR WITHDRAWAL OF THE APP.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WORKSMART MAKES NO REPRESENTATION, WARRANTY OR CONDITION THAT: (A) THE APP WILL BE COMPATIBLE WITH YOUR COMPUTER OR RELATED ELECTRONIC EQUIPMENT AND SOFTWARE; (B) THE APP WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE APP WILL MEET YOUR REQUIREMENTS; (D) THE INFORMATION CONTAINED IN THE APP OR DERIVED FROM THE APP WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE USE OF THE APP; (F) THE USE OF THE APP WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; OR (G) THE USE OF THE APP WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; AND WORKSMART DISCLAIMS ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

14. LIMITATION OF LIABILITY

YOUR USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, AND IN NO EVENT SHALL WORKSMART BE LIABLE FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, AND COSTS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, AND REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING BY WORKSMART OR ANY PERSON FOR WHOM WORKSMART IS RESPONSIBLE OR LIABLE, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE APP OR THE CONTENT, MATERIALS AND FUNCTION RELATED THERETO, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OF USE, INCOME, REVENUE, PROFITS, BUSINESS, DATA, OR SALES, OR COST OF SUBSTITUTE SERVICES. IN NO EVENT SHALL THE TOTAL LIABILITY OF WORKSMART TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE APP EXCEED, IN THE AGGREGATE, \$100.00. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. INTERNATIONAL USE

The App is controlled by WorkSmart in the United States of America. WorkSmart does not represent that the App is appropriate in other locations or countries. Persons who access the App from other locations or countries do so on their own initiative, and are responsible for compliance with all applicable laws.

16. GOVERNING LAW AND DISPUTE RESOLUTION

The App is controlled by WorkSmart from the state of Indiana. This Agreement, your use of the App, and all related matters are governed solely by the laws of the state of Indiana, and applicable federal laws of the United States of America, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be before a single arbitrator. The place of arbitration will be Indiana, United States of America. Notwithstanding the foregoing, you or WorkSmart may seek injunctive relief from an appropriate court located in Indiana prior to or during the arbitration.

ANY CLAIM OR CAUSE OF ACTION YOU MAY HAVE ARISING FROM, CONNECTED WITH, OR RELATING TO YOUR USE OF THE APP, THESE TERMS, OR ANY RELATED MATTERS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CLAIM OR CAUSE OF ACTION ARISES, AFTER WHICH TIME THE CLAIM OR CAUSE OF ACTION IS FOREVER BARRED, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY.

17. TERMINATION OF THIS AGREEMENT AND THE APP

If this Agreement or your permission to access or use the App is terminated by you, or by a person you represent, or by WorkSmart, then: (a) this Agreement and all other then existing agreements between WorkSmart and any persons you represent will continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the App, and anything connected with, relating to or arising there from; and (b) WorkSmart may continue to use and disclose your personal information in accordance with the Privacy Policy as amended.

If you breach any provision of these Terms, You may no longer use the App.

WorkSmart may, at any time and for any reason and in its discretion: (a) change, suspend or terminate, temporarily or permanently, the App or any part of it; or (b) restrict, suspend or terminate (in whole or in part) your permission to access or use the App; all without any notice or liability to you or any other person.

18. COMPLAINTS

Please send reports of any activity in violation of these Terms and Conditions by contacting us at **(317) 585-7870** or **solutions@worksmartpeo.com**. WorkSmart will investigate incidents involving such violations and may involve and will cooperate with law enforcement officials if a criminal violation is suspected. Any such violation may result in criminal and civil liability.

Likewise, if you have questions about the Privacy Policy or the practices of the App, you may request more information by contacting us at **(317) 585-7870** or **solutions@worksmartpeo.com**

19. GENERAL INFORMATION

The Terms and related Privacy Policy constitute the entire agreement between you and WorkSmart regarding your use of the App, superseding any prior agreements between you and WorkSmart.

You also may be subject to additional terms and conditions that apply to certain parts of the App.

The failure of WorkSmart to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

All provisions of these Terms which should survive termination or suspension of access to or use of the App will survive termination, including, without limitation, proprietary rights, trademark information, indemnity provisions, releases, disclaimers, and limitations of liability.

You may not assign the Terms or any of your rights or obligations under the Terms without WorkSmart's express written consent, which may be withheld in WorkSmart's discretion.

The Terms inure to the benefit of WorkSmart's successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.

No consent or waiver by any party to or of any breach or default by any other party in its

performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party.

ACKNOWLEDGEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THESE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY AT <https://worksmartpeo.com/worksmartmobile> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN WORKSMART AND YOU CONCERNING YOUR USE OF THE APP AND THAT IT SUPERSEDES ANY PRIOR COMMUNICATION OR AGREEMENT, ORAL OR WRITTEN, BETWEEN YOU AND WORKSMART RELATING TO THESE TERMS.

PRIVACY POLICY

This Privacy Policy is effective **January 1, 2021**, and remains effective as of this date.

WorkSmart cares about the privacy of our employees and co-employees. This notice contains information about how WorkSmart handles your personal information.

WHAT IS THE PURPOSE OF THIS PRIVACY POLICY?

WorkSmart has created this privacy policy to demonstrate our firm commitment to your privacy. This Privacy Policy discloses WorkSmart's information gathering and dissemination practices for the WorkSmart App (the "App"). By using this App, you agree to this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the App.

WHAT INFORMATION DOES WORKSMART COLLECT FROM USERS AND HOW IS IT USED?

WorkSmart is the sole owner of the information collected on this App. WorkSmart will not sell, share, or rent this information to others in ways different from what is disclosed in this policy. WorkSmart collects information from our users at several points on our App.

WorkSmart reserves the right to collect information from your access of the App, such as the information you access and how you access that information, including:

- Device-specific information (e.g., hardware model, operating system version, unique device identifiers, mobile network information, or other available information).
- Log information when you view content provided by WorkSmart, including details of your use and access, your internet protocol (IP) address, device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL, and "cookies."
- Identification verification information, such as facial or fingertip data.
- Unique application numbers about your installation (e.g., the operating system type and application version number) if you install or uninstall a service we provide or if a service WorkSmart provide periodically contacts our servers, such as for automatic updates.
- Local storage information (including personal information) stored locally on your device using mechanisms such as browser web storage and application data caches.

Collection of such information may be used to help understand users' preferences based on their use of the App to provide you with improved services.

To the extent WorkSmart uses information it collects or that you give WorkSmart to statistically analyze App usage and to improve or to customize the App's content, layout, and service in the future, WorkSmart only uses your personal information on an aggregated basis with no information that identifies you.

Personal information that WorkSmart collects may include your name, biometric information, such as fingertip and facial data, address, telephone number, and email. WorkSmart collects, processes, and discloses sensitive personal information, such as Social Security Numbers, only

if required to comply with legal obligations, if there is a compelling business reason to do so, or with your consent. WorkSmart collects and processes your personal information for the following purposes where necessary:

- to maintain our contractual or business relationship with you,
- for employment-related services where applicable,
- to tell you about the products and services WorkSmart offers,
- to contact and correspond with you,
- for the management and defense of legal claims and actions, compliance with court orders and other legal obligations and regulatory requirements, and as otherwise permitted by law.

Otherwise, WorkSmart only collects the information and personally identifiable information you provide to WorkSmart via the App, email, or other correspondence.

WorkSmart services and the App are not intended for children under 13 years of age. WorkSmart does not knowingly collect personal information from children under 13.

TO WHOM DOES WORKSMART DISCLOSE PERSONAL INFORMATION?

As a general rule, WorkSmart will not share, rent, sell or otherwise disclose any of your personal data unless WorkSmart has your permission.

WorkSmart may disclose the information obtained from you through this App to other WorkSmart affiliates, suppliers, subcontractors as required in the performance of services on WorkSmart's behalf.

WorkSmart may disclose the information obtained from you through this App as part of a merger, acquisition or other sale of its assets or business.

WorkSmart may be legally obligated to disclose information to the government or to third parties under certain circumstances, including but not limited to a subpoena or court order. WorkSmart reserves the right to release personally identifiable information to law enforcement or other government officials as required.

WHAT SECURITY MEASURES DOES THE APP EMPLOY?

WorkSmart will ensure that it takes reasonable precautions to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction during transmission and once received. Such measures may include the use of password protection, restricting access to personal information to those with a legitimate human resource purpose in receiving the information, and entering into and monitoring compliance with contracts requiring third parties to whom personal information is transferred to provide the same level of protection as provided by our privacy principles.

To help protect the privacy of data you provide to the App, if applicable, WorkSmart uses industry-standard, secure server software that encrypts the information you input before it is sent to us.

WHAT ARE THE POLICIES OF LINKED APPS AND OTHER THIRD PARTIES?

This Privacy Policy only addresses the use and disclosure of information we collect from you. Know that when you are on the App, you may be directed to other websites or apps that are beyond our control and WorkSmart is not responsible for the privacy practices of third parties or the content of linked websites or apps. WorkSmart encourages you to read the posted Privacy Policy whenever interacting with any website or third-party app.

DOES WORKSMART USE “COOKIES”?

Yes. “Cookies” are small files that a website or its service provider transfers to your computer's hard drive through your web browser (if you allow) that enables the website or service provider's systems to recognize your browser and capture and remember certain information. They are also used to help us understand your preferences based on previous or current App activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about App traffic and App interaction so that we can offer better App experiences and tools in the future. WorkSmart may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If you disable cookies some features may be disabled, which may turn off some of the features that make your App experience more efficient and some of our services may not function properly.

HOW WILL I KNOW ABOUT CHANGES IN THE PRIVACY POLICY?

WorkSmart reserves the right to update this privacy policy occasionally. Please visit this page periodically so you will be apprised of any changes. However, WorkSmart will only use personally identifiable information under the Privacy Policy in effect when the information was collected. If at any point WorkSmart should use that information differently, WorkSmart will notify you by way of e-mail so users can approve or disapprove of such use.

HOW TO CONTACT US?

WorkSmart may change, supplement, or amend its Privacy Policy as it relates to your future use of the App from time to time, for any reason, by posting a revised effective date on the App's Terms and Conditions. You should check the App regularly for any changes to this Privacy Policy.

If you have questions about this Privacy Policy or the practices of the App, you may request more information by contacting us at **(317) 585-7870** or **solutions@worksmartpeo.com**. In addition, you may opt out of future contacts from WorkSmart. You can also see what data WorkSmart has about you, if any, change/correct any data WorkSmart has about you, have WorkSmart delete any data it has about you, or express any concern about our use of your data by contacting us.

