

**PRIVACY POLICY**  
**Outsourced CFO Solutions, Inc.**  
*Last Modified 11.1.2023*

Protecting your privacy is an important priority of **Outsourced CFO Solutions**, a California Cooperation with offices at 9001 Foothills Blvd. Suite 100, Roseville, CA (collectively, “**us**,” “**we**” or “Outsourced CFO Solutions”) and we are committed to maintaining strong and meaningful privacy protections. The privacy of your information is a significant responsibility, and we value the trust you place in us. Outsourced CFO Solutions is respectful of data privacy and strives to adopt best practices in compliance with applicable privacy laws and regulations, including, without limitation, the European Union General Data Protection Regulation (“**GDPR**”).

This Privacy Policy (“**Policy**”) is designed to inform you about the information we collect from, how it may be stored and/or processed, how we use it, and your options regarding certain uses of this information.

This Policy applies to any subscribers of Outsourced CFO Solutions’ publications, newsletters, or notifications, any users, viewers, subscribers, or purchasers of Outsourced CFO Solutions’ products or services (“**Products and Services**”), and any of Outsourced CFO Solutions’ other customers, clients, members, and partners (all of whom may be referred to as “**you**” in these Terms).

**BY VIEWING, USING, REGISTERING, OR ACCESSING OUR PRODUCTS AND SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS POLICY. PLEASE READ THIS POLICY CAREFULLY.**

**YOU MAY NOT ACCESS OR USE OUR PRODUCTS AND SERVICES, IF YOU (A) DO NOT AGREE TO THIS POLICY, (B) ARE NOT AT LEAST 18 YEARS OLD, OR (C) ARE PROHIBITED FROM ACCESSING OR USING OUR PRODUCTS AND SERVICES BY APPLICABLE LAW.**

**YOU HEREBY REPRESENT THAT YOU (A) HAVE READ, UNDERSTOOD AND ACCEPTED THIS POLICY, (B) WILL BE FINANCIALLY RESPONSIBLE FOR YOUR ACCESS TO OR USE OF OUR PRODUCTS AND SERVICES, (C) ARE AT LEAST 18 YEARS OLD, AND (D) MAY OTHERWISE ENTER INTO AND FORM BINDING CONTRACTS UNDER APPLICABLE LAW.**

**IF YOU CHOOSE NOT TO ACCEPT THIS POLICY, DO NOT VIEW, REGISTER FOR, ACCESS, OR USE OUR PRODUCTS AND SERVICES.**

**INFORMATION WE COLLECT ABOUT YOU FOR PROVIDING ACCOUNTING OR FINANCIAL SERVICES**

**Information You Give Us.** We collect nonpublic personal information (“Personal Information”) about you that is provided by you or obtained by us with your authorization to provide accounting services, including, without limitation, preparing your income tax returns and providing financial planning to you. This Personal Information may include but is not limited to:

- Contact information, such as name, telephone number, mailing and e-mail address;
- Information we receive from you, on tax organizers, applications or other forms. This information may include your date of birth, social security number, driver’s license, employment information, assets and income;
- Bank details and financial history;
- Information you may authorize us to obtain from others, such as consumer credit reports and medical expenses;
- Information we receive from our meetings with you; and

- Information you voluntarily provide to us through forms, emails, or submissions through our website.

Personal Information does not include “de-identified,” “anonymous” or “aggregate information,” which are not associated with a specific person or entity.

### **Use, Disclosure, and Transfer of Personal Information**

We disclose Personal Information only to those employees, affiliates, and service providers who (i) need to know that information in order to provide requested Product and Services, and (ii) have agreed not to disclose it to others. Outsourced CFO Solutions does not otherwise share any Personal Information with third parties who are not service providers unless otherwise required or authorized by applicable law, the Code of Professional Conduct of the California of Certified Public Accountants, and Ethics Rulings of the American Institute of Certified Public Accountants (AICPA).

We may use your Personal Information to communicate with you regarding news, events, ideas, related topics, special offers, promotions, new services, and updates, and you may opt out accordingly by providing written notice.

We may disclose information to comply with applicable laws and regulations, such as to respond to a subpoena or similar legal process, to protect against misuse or unauthorized use of our website, to limit our legal liability, and to protect our rights or to protect the rights, property, or safety of visitors of this website or the public, and to otherwise cooperate with law enforcement or regulatory authorities.

We may use Personal Information to promote security, investigate violations of our agreements (including this Policy) and/or attempts to harm our clients, users and visitors, and verify proper conduct using our Products and Services. We may also use Personal Information for investigations or prevention of fraud or network abuse.

We may transfer or share a copy of Personal Information about you in the event that Outsourced CFO Solutions goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets. You will be notified via email or prominent notice on our website prior to a change of ownership or control of your Personal Information, if your Personal Information will be used contrary to this policy.

Nothing in this Privacy Policy is intended to interfere with the ability of Outsourced CFO Solutions to transfer all or part of its business and/or assets to an independent third-party at any time, for any purpose, without any limitation. Outsourced CFO Solutions specifically reserves the right to transfer or share a copy of personally identifiable information collected to the buyer of that portion of its business relating to that information.

Such transfers may involve the transfer of your information between jurisdictions and outside of the jurisdiction in which you submitted your information, including to jurisdictions that the European Union may not deem to provide “adequate” data protection. Please do not provide us with any information that you do not wish to be transferred between these entities.

**Unaffiliated Third-Party Sharing.** We do not sell, license, rent or otherwise provide your Personal Information to unaffiliated third parties except as follows:

- (a) with your consent, which may be obtained in writing, online through “click-through” agreements, orally on the phone, or implicitly, for example, when you request more information to be sent to your home or business address, you implicitly consented to our disclosure of your name and address to a third-party courier to complete delivery;

- (b) to our third-party vendors and partners who complete transactions or perform services on our behalf (for example, credit/debit card processing, development, fraud protection, billing, shipping, customer service, auditing, and marketing);
- (c) to verify the information received from you in connection with your [Company Short Name] account or our other services;
- (d) pursuant to a change in your business structure, such as a merger, acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership;
- (e) as required by law or other legal process, such as a court order, summons, subpoena, and the like;
- (f) to investigate, prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies, enforce our rights in connection with our agreements with you, or investigate and defend ourselves against any third-party claims or allegations;
- (g) to exercise or protect our rights or interests, property, or safety or that of others;
- (h) to protect users of our Products and Services from fraudulent, abusive, or unlawful use and/or to protect the security or integrity of our Products and Services (such as by sharing with companies facing similar threats);
- (i) to facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government; or
- (j) in an emergency situation.

**Website Access Information We Automatically Collect.** We may also collect information about you and the device you used to access our Products and Services or to transmit information (such as hardware model, operating system version, unique device identifiers, and mobile network information including phone number), log information (Internet Protocol address, browser type, system activity, hardware settings, browser settings and language, date and time of access, last URL visited, cookies, how you used our Products and Services), cookies that may uniquely identify your browser, and, if you enable our Service features that are enabled for location detection, we may collect information about your actual location (such as GPS signals and other geolocation data). This Policy covers the use of cookies on or through our Products and Services and does not cover the use of cookies by any advertisers or vendors.

We may link information we automatically collect with Personal Information for any lawful purpose, such as to improve and analyze the use of our Products and Services, to improve the user experience, to deliver Products and Services, to communicate with you, to monitor the security and integrity of our Products and Services, and to analyze our operations.

We may also send a “cookie,” “pixel tag,” clear gif or web beacons to your device that contains identification unique to the device you are using. The information we receive through cookies, web beacons, and similar technologies may enable us to recognize users across devices, such as smartphones, computers, tablets, or related browsers. Depending upon your device or computer, you may be able to set your browser(s) to reject cookies or delete cookies, but that may result in the loss of some functionality of our Products and Services.

**Other Information.** As we introduce new features to our Products and Services, we may require or gain the ability to collect new information. If we collect materially different Personal Information, we will notify you and/or may also modify this Policy.

## **HOW WE PROTECT YOUR INFORMATION**

We use a variety of physical, electronic, and procedural safeguards to protect your Personal Information from loss, misuse and unauthorized access, disclosure, alteration, and destruction while it is under our control. Under our practices and policies, access to sensitive personally identifiable information is authorized only for those who have a business need for such access. Although we work hard to protect Personal Information that we collect and store, no data security measures are 100% secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use, alter, destroy, or disclose Personal Information. Outsourced CFO Solutions maintains security and incident response plans to handle incidents involving unauthorized access to private information we collect or store. We retain information only as long as reasonably necessary for business, accounting, tax, or legal purposes. When we dispose of Personal Information, we use reasonable procedures designed to erase or render it unreadable (for example, shredding documents and wiping electronic media). If you become aware of a security issue, please contact us at the address, email address, or telephone number provided at the bottom of this Policy. We will work with you to address any problems. Our employees, affiliates, and third parties are bound by internal confidentiality policies and are subject to disciplinary action for any policy violations. Should your status become inactive or should our relationship end, we will continue to protect the confidentiality and security of your Personal Information in accordance with this privacy policy.

## **YOUR CONTROL OVER PERSONAL INFORMATION**

**Information Provided to Us.** You play a key role in ensuring the security of your Personal Information. We encourage you to use safeguards to protect your information. If you have provided Personal Information to us and wish to delete, change, or correct, or limit or restrict our use of such Personal Information, you can:

- (a) ask us to erase or delete all or some of your Personal Information (e.g., if it is no longer necessary to provide services to you);
- (b) edit some of your Personal Information through your Outsourced CFO Solutions account, or ask us to change, update, or fix your information in certain cases, particularly if it is inaccurate;
- (c) ask us to stop using all or some of your Personal Information (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your Personal Information is inaccurate or unlawfully held); and
- (d) ask us for a copy of your Personal Information.

For any of the above requests, you will need to send us a written request (first class mail, email, or other reliable form of written communication) in accordance with our notice provisions below. We are not required to alter or delete information stored for purposes of backup or disaster recovery (or where such action may not be technologically possible).

## **OTHER INFORMATION YOU SHOULD KNOW**

**Credit Card Information.** Your credit card information will be transmitted to a third-party processor and in some cases, will also be stored securely in our records.

**Information about Children.** We are committed to protecting the privacy of children. Our Products and Services are not designed or intended to attract or target children under the age of 13. We do not collect Personal Information from anyone we know to be under 13.

**California Privacy Rights.** California Civil Code Section 1798 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for the third parties' direct marketing purposes. As stated in this Policy, we will not sell or share your Personal Information with non-affiliated companies for their direct marketing purposes without your consent (and as otherwise set forth in this Policy). California customers who wish to request further information about our compliance with this law or have questions or concerns about our privacy practices and policies may contact us as specified in the contact provided below.

**Links to Other Websites or Applications.** On or through our Products and Services, we may provide links to third-party websites. We are not responsible for the content or information collection practices of those sites, including their privacy policies. Please review their privacy policies and content or information collection practices before using such third-party applications or visiting their sites.

**Anonymous or De-identified Data.** Outsourced CFO Solutions may anonymize and/or de-identify information collected by Outsourced CFO Solutions via our Products and Services or other means so that the information does not identify you. Notwithstanding any other provision in this Policy, Outsourced CFO Solutions' use, and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Policy, and we may disclose it to others without limitation for any purpose.

**Notice to Non-U.S. Users.** Our computer systems are currently based in the United States, so your personal data will be processed by us in the United States where data protection and privacy regulations may not offer the same level of protection as in other parts of the world, such as the EU. If you create an account with our Products and Services as a visitor from outside the United States, by using the our Products and Services, you agree to this Policy and you consent to the transfer of all such information to the United States, which may not offer an equivalent level of protection of that required in the EU or certain other countries, and to the processing of that information as described in this Policy.

## **DISCLAIMER, AND LIABILITY**

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**Disclaimer.** THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS POLICY, IF ANY, ARE OUTSOURCED CFO SOLUTIONS' ONLY REPRESENTATIONS AND WARRANTIES AND NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

Some jurisdictions do not allow the disclaimer of warranties, so such disclaimer may not apply to you.

**Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUTSOURCED CFO SOLUTIONS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OUTSOURCED CFO SOLUTIONS OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT

SHALL THE TOTAL LIABILITY OF OUTSOURCED CFO SOLUTIONS TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THIS POLICY EXCEED, IN THE AGGREGATE, \$100.00.

Some jurisdictions do not allow the exclusion of damages, so such exclusions may not apply to you. The limitation of liability set forth above shall only apply to the extent permitted by applicable law.

**Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS POLICY MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **MISCELLANEOUS**

**Governing Law.** By accessing our Products and Services, you agree that this Policy shall be governed exclusively by the laws of the State of California without regard to conflict of laws principles, regardless of your location when accessing our Products and Services. This Policy is entered into and performed in Roseville, CA USA. This Policy does not give rise to personal jurisdiction over Outsourced CFO Solutions, either specific or general, in jurisdictions other than California. Outsourced CFO Solutions makes no representation that our Products and Services are appropriate or will be available for use in other locations. If you use a site from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations of other countries in relation to our Products and Services and third-party content.

**Dispute Resolution.** The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in Roseville, CA. Except as otherwise determined by Outsourced CFO Solutions, in its sole discretion, all disputes or claims arising out of or relating to this Policy shall be settled by arbitration, to be conducted by a single arbitrator in Roseville, CA, by and in accordance with the then effective commercial rules of the American Arbitration Association; provided that the arbitrator shall not have authority to issue injunctions. The proceedings shall be conducted only in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof. Other legal proceedings, if any, shall be initiated and maintained in Placer County, CA. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

**Attorneys' Fees and Costs.** If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by any party to enforce its rights under this Policy against the other party, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys' fees and court costs, incurred by Outsourced CFO Solutions, if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if Outsourced CFO Solutions prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by Outsourced CFO Solutions on an equitable basis.

**Amendment of this Policy.** Outsourced CFO Solutions may modify, add, or remove any portion of this Policy from time to time, in its sole discretion with or without notice to you. Once posted such changes shall come into full force and effect. In addition to other forms of acceptance, use of our Products and Services constitutes acceptance of this Policy, including continued use after such changes are posted. It is your responsibility to check periodically for changes to this Policy.

**Notices.** Any notice to Outsourced CFO Solutions must be in writing and must be sent via email to [info@cfopass.com](mailto:info@cfopass.com) and by registered mail or overnight courier to Outsourced CFO Solutions 9001 Foothills Blvd., Suite 100 Roseville, CA 95747. Any notice to you shall be given by email to the email

address provided by you. Notice shall be deemed to have been given to you 24 hours after it has been sent. If you change your email address, you are responsible for notifying us.

**Severability.** If any provision of this Policy is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Policy, and the remainder of this Policy shall continue in full force and effect.

**No Waiver.** The failure by Outsourced CFO Solutions to exercise or enforce any rights or provisions of this Policy shall not constitute a waiver of such right or provision.

**No Partnership.** No partnership, joint venture, franchisor-franchisee, or agency relationship is intended or created by this Policy.

**Assignment.** You may not assign or transfer this Policy or your obligations hereunder in whole or in part, whether by operation of law or otherwise, without Outsourced CFO Solutions' prior written consent. In the event of a permitted transfer, this Policy shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. To the extent any novation is required for Outsourced CFO Solutions to assign this Policy, you hereby appoint the officers of Outsourced CFO Solutions as your attorney-in-fact to execute all documents necessary to consummate such novation. Outsourced CFO Solutions may assign or transfer this Policy or its obligations hereunder in whole or in part, whether by operation of law or otherwise, without obtaining your consent.

**Survival.** All provisions in this Policy regarding representations and warranties, content, indemnification, disclaimers, and limitations on liability shall survive any termination of this Policy.

**Force Majeure.** Any delay in the performance of any duties or obligations of Outsourced CFO Solutions will not be considered a breach of this Policy if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of Outsourced CFO Solutions, provided that Outsourced CFO Solutions uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.

**Language.** If a translation of this Policy into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. If this Policy is provided to you in a language other than English, Outsourced CFO Solutions does so solely for your convenience.

**Entire Agreement.** This Policy contains the entire agreement between you and Outsourced CFO Solutions, and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between us.

## **CONTACT INFORMATION**

If you have any questions or concerns about this Policy or about Outsourced CFO Solutions' privacy practices, please call us at 916-773-7053 or send an email message to [info@cfopass.com](mailto:info@cfopass.com). You may also direct your privacy-related comments or questions to the address below:



9001 Foothills Blvd., Suite 100  
Roseville, CA 95747  
[info@cfopass.com](mailto:info@cfopass.com)

If you are a California resident, in accordance with Cal. Civ. 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 them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.