



## ALLOVALANCE PRIVACY POLICY

1. **PURPOSE.** This Privacy Policy applies to the Allovalance software platform (the “**Platform**”) operated by Decision Support Systems, LLC (dba Allovalance) (“**us**” or “**we**”). This Privacy Policy (“**Policy**”) identifies the personally-identifiable information (“**PI**”) and other anonymous information (“**AI**”) gathered by us (collectively, “**Information**”) and the use by us of such Information. Please contact us if you have any questions about this Policy using the information in Section 16 below. If the Platform is made available by us through your institution or employer (the “**Sponsor**”) as part of their business, Sponsor’s additional terms and conditions may apply to your use of the Platform and our use of the Information. Information may be shared with Sponsor as set forth below.
2. **ACCEPTANCE OF THE POLICY.** You accept this Policy by using the functionality available on the Platform, including logging into your account and using the Platform’s functionality.
3. **CHANGES TO POLICY.** We may change this Policy at any time and without your consent. If we make any significant changes to this Policy we will notify you by email, post a notice of such changes on the Platform or flag this Policy on the Platform as updated. You agree to our use of electronic communications with you for purposes of this Policy. If you do not agree to the changes to this Policy, we will continue to maintain and use PI previously collected in accordance with the Policy in force as of that date, but we reserve the right to terminate your further use of your account.
4. **PI.** We collect PI that you provide us in connection with your use of the Platform’s functionality. This includes any PI that you post to [message streams] and other portions of the Platform that is viewable by others, possibly including the public, if permitted by your institution. This Information at a minimum includes your name, email address, phone number and the content of electronic communications. We may use PI to communicate with you about your use of the Platform, help you manage your account, assess and address security issues, and generally administer the Platform. We may use Information in the aggregate for our business purposes, but we do not use it in a manner that allows identification of an individual Platform user.
5. **LEGAL.** We may use PI as required or permitted by law, including in response to service of legal process (court order, summons, subpoena, and the like). We may disclose PI to law enforcement or regulatory authorities as part of an investigation into activity at the Platform (such as a suspected breach) or in connection with your account. We shall use reasonable measures to limit disclosure and use of such PI. We may use PI in connection with the establishment or defense of legal claims. If we agree with Sponsor in writing, and prior to disclosure, we may use PI and other Information for purposes outside of these restrictions. Sponsor may have policies that apply or supercede our policies. Please review Sponsor’s policies and contact Sponsor personnel with any questions or concerns.
6. **SECURITY.** We have implemented technical, physical and administrative safeguards designed to protect PI against loss and against unauthorized access, use, and disclosure. If you lose your password, you can generate a new password using the Platform once you have authenticated yourself as the authorized user. We have personal information retention processes designed to



retain personal information as necessary for the purposes stated above or to otherwise meet legal requirements. However, all information is potentially subject to loss or disclosure if Sponsor's safeguards are inconsistent with, or weaker than the safeguards we employ.

7. **ANONYMOUS INFORMATION.** We collect AI regarding your use of the Platform, such as use or interaction with certain parts of the Platform, your use of Platform data, frequency of views of sections of the Platform, indications of confusion, or statistical analysis of usage. We use this information to enhance the experience of using the Platform, to tailor our Platform to user needs, to investigate and verify proper conduct on the Platform, and to monitor the security and integrity of the Platform.
8. **THIRD PARTY AGENTS – ACCESS TO AND USE OF PI.** We contract with third parties to assist us in our business, including hosting of the Platform, hosting of data (including Information) or technical support. Additionally, this Platform is being offered on behalf of the Sponsor and we share all Platform information with Sponsor. Such information may include PI or AI being stored on the Sponsor's own servers and we are not responsible for their use, disclosure, or protection of PI or AI. We use commercially reasonable efforts to get all third parties that receive your data to agree with us in writing to maintain your privacy at least with the level of protection set forth in this Policy.
9. **UNRELATED THIRD PARTY LINKS AND INFORMATION.** Our Platform contains links to other websites or other information and materials provided by third parties (by way of example, links to third party websites related to the content available through the Platform). We do not own or control such other websites or third parties and are not responsible for the information provided at those websites or in such materials. We do not control, and are not responsible for, their privacy policies or the information collected at such third party websites. You should review the privacy policies, terms or use, and other terms and conditions of third party sites.
10. **TRANSFER OF INFORMATION.** We may transfer any information we have about you as an asset in connection with a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of a corporate reorganization or other change in corporate control. The new entity or owner of our business shall maintain your PI as set forth in this Policy or in a superceding policy.
11. **INFORMATION ABOUT CHILDREN.** We do not knowingly collect personally identifiable information from children under the age of 13. If a parent or guardian believes that their child under the age of 13 has provided us with personally identifiable information, they should contact us.
12. **YOUR ACCESS TO PI.** You may request access, updates or corrections to inaccuracies in your PI by contacting us as set out below. In some cases we may enable our customers to access their accounts for such purposes. For security purposes, we may request PI from you in connection with such access.
13. **DELETING AND RETENTION OF PI.** You may request that we delete or deactivate your account or otherwise delete PI. We shall attempt to accommodate such requests but ultimate



management of PI used in connection with the Platform rests with Sponsor and is subject to their information management policies and decisions.

14. **EFFECTIVE DATE OF POLICY.** The effective date of this Policy is June 1, 2017.
15. **APPLICABLE JURISDICTION.** This Policy applies to our customers, and to visitors to our Platform, which for purposes of this Agreement is located in the State of Michigan, USA. We do not represent that it complies with privacy laws outside the United States.
16. **CONTACT.** Please contact us with any questions and/or comments you may have.

Decision Support Systems, LLC (dba Allovance)  
2350 Green Road, Suite 175C Ann Arbor, MI 48105  
Attn: CEO  
Email: [privacy@allovancemethod.com](mailto:privacy@allovancemethod.com)