1. Outlined below are the services offered by Employers Group via its eComp Solutions® (hereafter referred as “eCS®”, “we”, “platform”, “us”, “our”).

a. eComp Solutions® is part of Employers Group onsite and online compensation services. Services, functionality, fees, data confidentiality, privacy, data use, and services as these relate to eCS®, are described below.

2. Services

a. The fees charged are for services offered by Employers Group via eCS®. By agreeing to pay the fees noted in their account, the user is entitled to the following services provided by Employers Group’s (hereafter known as “EG”) eCS®:

i. From the date of purchase, access to the survey report and the following related services at eCS®:

ii. Survey Library – List and access to surveys (PDF and CSV) owned by the primary company representative.

iii. SmartComp® – Market comparison to eCS® survey data relative to survey(s) owned by company.

iv. QuickComp® – Online access to jobs of surveys purchased by the primary company contact.

v. Survey Participation – Interface to enter, delete, and/or update the company’s compensation data.

vi. Company Member Profile – Company information, primary company account.

b. The fees entitle the user to access data effective to date of purchase. Market data within QuickComp® and SmartComp® will be effective for the year the report was purchased and until the release of the new survey. Thereafter, the user may purchase access to the new survey edition and thereby access current compensation data available via QuickComp® and SmartComp®.

c. Unless otherwise noted, access to eCS® is limited to Comp Solutions Administrator and to Comp Solutions User as defined in section 3 of this agreement.

d. Market data accessed via SmartComp® and QuickComp® is based on EG’s compensation databases. The data is live and effective as the day in question.
3. **Fees**

   a. Fees are based on membership with Employers Group and data contribution to the survey program.

   Fees as of 2/1/2019 are as follows:

   **With data contribution to the survey program:**
   
   **Single Survey:**
   - Member: $275
   - Non-Member: $420

   **Complete Set of Surveys:**
   - Member: $1,200
   - Non-Member: $1,800

   **Purchase Only:**
   
   **Single Survey:**
   - Member: $395
   - Non-Member: $595

   **Complete Set of Surveys:**
   - Member: $1,680
   - Non-Member: $2,300

4. **USERS**

   Access to the eCS® is limited to assigned company representatives and their roles are as follows:

   a. Comp Solutions Administrator (CSA): CSA has the following rights and is considered the main administrator.

      1. A CSA may open account by participating and / or purchasing surveys from EG’s survey program.
      2. CSA may update employee census data
      3. Per account, only one Comp Solutions Administrator
      4. A CSA is the only company representative who may add additional site users. Requests must be provided to EG’s eCS® administrator via email and / or letter.
      5. A CSA is noted as the main contact for billing, fees, payments, and overall account privileges
      6. May assign – via written confirmation – CSA rights to other company representatives
      7. As the designed primary contact for the account, in cases of downtime due to site maintenance, technical problems, or changes to Terms of Service Agreement, all efforts will be made to contact the CSA.
      8. To keep data current and updated, EG will notify CSA about its survey program, including, deadlines, schedules, program offers, and program enhancements.

   b. Comp Solutions User (CSU): A CSU has the following rights and is a secondary contact to the account:
1. May purchase surveys and use additional services
2. May update employee census data
3. To keep data current and updated, EG will notify CSU about its survey program, including, deadlines, schedules, program offers, and program enhancements.
4. Unless otherwise agreed on, EG allows up to 5 CSU per account
5. As the designated contact for the account, in cases of downtime due to site maintenance, technical problems, or changes to Terms of Service Agreement, all efforts will be made to contact the CSU.

5. Survey Notification Program: To maintain data and up-to-date data usage privileges, EG will notify CSA and CSU via email on the following:
   1. Survey open and closing dates
   2. Participation periods
   3. Onsite (eCS®) enhancements
   4. Special offers
   5. Survey Deadlines
   6. Company pricing

6. Confidentiality & Data Restriction Access
   a. Data features, including up-to-date market data from SmartComp® and QuickComp®. These will remain current if the CSA or CSU has licensed access to the latest survey via purchase and/or participation in EG’s survey program Dis
   b. Data provided by company to EG via eCS® is restricted for the following use:
      i. Data, cumulative form, will be used to ascertain market trends, and may be used in aggregate form.
      ii. It is not collected or available for outside sale, re-use in any form or detail by any outside EG party.
      iii. Never will data owner will be disclosed to outside entities without written consent from register user or legal company representative.
      iv. eCS® users may not share any data and any part of the information provided via eCS® to any entity outside of the organization, including outside contracted consultants, and/or other parties not directly associated with the organization.
      v. Disclosure and sharing of information provided by eCS® without written authorization by Employers Group may result in termination of eCS® account without the option of reimbursement.

7. eCS® Privacy Policy
   Comp Solutions Portal® (eCS®) in support of our user’s data, advances the following privacy policy:
   eCS® is committed to our user’s privacy, data transparency, and the protection of our user’s information. This policy covers eCS® and related products, services, and reports. eCS® Privacy Policy covers how we collect, use and disclose information, including company
information and the options available to you regarding our use of your company information and how you can access and update this information.

i. COMPANY DATA
As part of its services, eCS® collects company’s representative data, including name, title, phone number, email address, mailing address, and billing contact information.

ii. SURVEYS
Outside the surveys conducted by Employers Group (EG) and supported by this platform (eCS®), EG may conduct and may invite you to participate in an online survey administered by other third-party entities. These surveys include Personal Data such as name and email and may request additional profile information. Unless specifically indicated, these surveys are not covered by this Policy and its data is not collected or administered by this platform.

iii. HOW DATA IS USED
eCS® uses the information it collects through its platform and related services, to measure our business success, to communicate with or advise its customers and prospects, to meet requests for certain product features and services, and to communicate about product updates and service incidents.

eCS® is the agent (the data processor) for each of our customers. eCS® processes Personal Data only on the instructions from its customers (the data controller). As per customary review and editing of compensation and HR data, eCS® does access and may make use of any data collected on the customer’s behalf except as necessary to provide our services to that customer. eCS® does not aggregate, transfer, or otherwise disclose it to anyone but the customer. eCS® does maintain the right to provide data we collect if required by law or valid order of a court or other governmental authority.

By participating in eCS® compensation survey program, the customer provides us the legal basis for collecting and processing their company’s data. Customers may request to have their data removed from our servers. Requests should be directed to staff with the eCS® unit in writing. eCS® reserves the right to preserve customers data as in our legitimate interests (which is not overridden by your data protection interests), such as for research and development, to market and promote eCS® services, and to protect our legal obligations and interests.

eCS® will not rent, sell, or share customer data with third parties except to provide services that you have requested, when we otherwise have your permission, or under the following circumstances:

a. When we need to disclose customer data to third-party agents that work on our behalf in order to provide eCS® services, but only to the extent needed to enable them to provide such services, including hosting services, payment transactions, data maintenance, and technical support. Third parties act and function as their own agents and they are required
to provide an equivalent level of privacy protection as is required by this Privacy Statement and any applicable data processing agreement in place.

b. When we conform to edicts of the law, to respond to subpoenas, court orders, or legal processes.

c. When you have violated our agreements for the eCS® services you are using or have used.

iv. YOUR RIGHTS TO ACCESS AND UPDATE YOUR INFORMATION

eCS® provides registered account users, the right to access, change and delete their company’s data. By signing into their eCS® account, registered users can delete pay data, user information, and pertinent company information.

8. EUROPEAN PRIVACY RIGHTS

eCS® acknowledges that you have the right to control your company data, as provided by applicable data protection laws. Your rights include:

i. You can request access, correction, updates, portability and/or deletion of your Company’s Data.

ii. You have the right to object to eCS® processing your Company’s Data and request the processing be restricted.

iii. If you have consented to the processing of your Company’s Data, you have the right to change your mind at any time, but this will not affect any processing that has already taken place, nor will it affect any processing that is required for legal obligations.

iv. If we are unable to solve your request to your satisfaction, you have the right to complain to a data protection authority.

v. To exercise any of these rights, you can submit your request by contacting us here or by mail to Employers Group, 400 Continental Blvd, Suite 300, El Segundo, CA 90530. Attention: EComp Solutions Unit. We will respond to your privacy requests within 30 days and notify you of the action(s) we have taken or required steps to fulfill the request.

9. CALIFORNIA PRIVACY RIGHTS

Under California Civil Code sections 1798.83-1798.84, California residents may request certain information regarding eCS®’s disclosures in the prior calendar year, if any, of their Company’s Data to third parties for their own direct marketing purposes. If you are a California resident, you can make such a request by contacting us here or by mail to Employers Group, 400 Continental Blvd, Suite 300, El Segundo, CA 90530. Attention: EComp Solutions Unit. You must clearly state the nature of your California Privacy Rights request and provide sufficient information for us to process your request including your name, email address, and California postal address.

10. MARKETING SUBSCRIPTIONS

At any time, you can unsubscribe from our marketing emails by accessing our unsubscribe page, or by clicking on the “unsubscribe” link located at the bottom of our marketing emails.
We reserve the right to send you account-related communications, such as service announcements and administrative messages, that are considered part of your eCS® services, and we do not offer you the option to opt out of these messages.

11. DATA SECURITY AND INTEGRITY
The security of your Customer Data is important to us. Our primary platform provider offers the following data security and integrity statement:

“We use robust security measures to protect the Personal Data submitted to us, both during transmission and once it is received. All information transferred within the Caspio Bridge Service, customers’ deployed applications, and the Caspio website(s) is automatically served through a secure connection (HTTPS). However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While Caspio has implemented and will maintain appropriate security measures to protect your Personal Data, we cannot guarantee its absolute security. We use commercially acceptable means to maintain the integrity of your Personal Data and have implemented physical, technical, and administrative safeguards to protect your data from unauthorized access, use, disclosure, and destruction.”

eCS® may download and maintain data extracts outside Caspio’s servers and data domains. Data extracts are maintained for further analysis, compilation of aggregate data. Data extracts are limited to authorized eCS® personnel.

12. MATERIAL CHANGES
eCS® reserves the right to make changes to this statement at any time to reflect changes to our data practices, so please review it frequently. Should we make material changes to the manner in which your Customer Data is processed, we will notify customers via email (sent to the email address specified in the user profile) and also post a notice on our website and Services.

13. CONTACT US
To comment or ask questions about this Privacy Statement and our data practices, or if you need to update, change or remove your information, contact us here or at the address below:

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