

PRIVACY POLICY AND WEBSITE TERMS OF USE

1. Purpose

Hessel Aluise & O’Leary, P.C. (“Company,” “we,” “us” or “our”) values the privacy of our users (“user,” “you” or “your”). The purpose of this Privacy Policy and Website Terms of Use Policy (the “Policy”) is to disclose (a) the information that Company may collect, (b) the way we may use the information collected and (c) how we may disclose the information collected to others. By visiting <https://www.hao-pc.com/> (the “Website”) you acknowledge and accept this Policy and consent to the collection and use of your data in accordance with this Policy.

2. Terms of Service

While using our Website, you agree not to use the Website to: (a) obtain or attempt to obtain unauthorized access to Company’s servers, systems, network or data; (b) violate any applicable laws or regulations; (c) impersonate any person or entity; (d) make available viruses or any other computer code, files, programs or content designed to interrupt, destroy or limit the functionality of the Website or other users or (e) interfere with or disrupt the Website or servers, systems or networks connected to the Website in any way.

Upon becoming aware of any potential violation of these terms, Company reserves the right, but shall not be obligated to, terminate a user’s access to the Website at any time, without prior notice and at its sole discretion.

3. Content

All of our content that is on or available through our Website, including all designs, text, graphics, pictures, video, information, data, applications, software, trademarks, music, sound and other files and their selection and arrangement (collectively, “the Company Website Content”) is our property, with all rights reserved, including copyrights, trademarks and patents. Certain content on this Website is provided for use by third parties under agreement with the Company (together with the Company Website Content, the “Website Content”). None of the Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without our prior written consent, which may be withheld in our sole discretion.

Unless otherwise noted, all materials including without limitation, logos, brand names, images, designs, photographs, video clips and written and other materials that appear as part of our Website are copyrights, trademarks, service marks, trade dress and/or other intellectual property whether registered or unregistered (“Intellectual Property”) owned, controlled or licensed by Company. All Website content and all product names, trademarks, service marks and logos provided by the Company on our Website are wholly owned or validly licensed by the Company and nothing on our Website should be construed as granting any license or right to use our Intellectual Property without our prior written consent.

The content of this Website is provided solely for informational purposes. It is not intended as and does not constitute legal advice and should not be relied upon or used as a substitute for consultation with legal, accounting, tax, career and/or other professional advisors. The use of any content provided on this Website and your provision or submission of any information while using this Website will not, in and of itself, create an attorney-client relationship between you and us. Please be aware that any information that you provide by reason of your use of this Website may not be privileged or

confidential. By using or communicating content through the use of this Website, you expressly warrant that you are the owner of such material or have the right to use and provide such content.

4. Information Collection, Use and Disclosure

Information Collected by the Company: The information that the Company learns from you helps to personalize and improve your experience on the Website. Most of the information collected is the information that you give to us. The Company may receive and store any information that you enter on the Website or give to us in any other way from time-to-time, including, but not limited to, your name, street address, email address, phone number and other contact information. You can always choose not to provide any information. Like most standard website servers, we use log files to collect Internet Protocol (“IP”) addresses, browser type, Internet Service Provider (“ISP”), referring/exit pages, platform type and date/time stamp. Your browsing behavior may be tracked over time (but not across third party sites). The Company may use the information to analyze site usage, administer the site, understand usage and navigation trends in the aggregate and determine the relevance of content. IP addresses are also linked to personally identifiable information, to better the user’s experience when using the Website. To enhance your experience on the Website, Company may also use various technologies to collect and store information when you visit the Website, and this may include sending one or more cookies, tags or other identifiers to your computer or device. Generally, cookies are small text files that are placed on your browser that can be used to identify you across web pages and sessions.

Information Used by the Company: Information supplied by you to the Company, which is personally identifiable information, may be used by Company to serve you and to operate and maintain our services. For example, Company may use the information to respond to your requests, to communicate with you and to improve our Website. The Company may use personally identifiable information for our commercial or marketing purposes, as further described in Section 5 below. The Company may also use your email address or other information for other administrative purposes. The Company reserves the right to engage or contract with any third party to provide specific services. When the user signs up for those services, we may share names or other contact information that may be necessary for the third party to provide those services.

Information Disclosed by the Company: While Company may receive information about you from other sources and add it to your account information, we will not sell or provide any personally identifiable information to third parties in any manner that is different from what is disclosed in this Policy. Information about our users is an important part of our business, but we are not in the business of selling any personally identifiable information to others. The Company reserves the right, however, to disclose or use personally identifiable information that we believe is necessary or appropriate: (a) to investigate or defend against any allegation or claim against the Company or involving our services, (b) to comply with applicable laws, (c) to respond to governmental inquiries or requests, (d) to protect the property rights, privacy and safety of our users, team members, business partners and the public and (e) to enforce our terms of service. The Company may release information if required to do so by law or if in good faith if it is necessary to comply with any rule or regulation. The Company also may exchange information with other companies and organizations for fraud protection and credit risk reduction. For the avoidance of doubt, this Policy applies solely with respect to information gathered in connection with your use of the Website and does not apply to any information communicated pursuant to an attorney-client relationship or any information subject to the attorney-client privilege.

5. Marketing Emails

If you have provided us with your email address, we may periodically send you emails that promote or otherwise contain information relating to our organization. When you receive emails from us, you may indicate a preference to “opt out” of, and thus to stop receiving, further emails from us by following the “unsubscribe” instructions provided in the email(s) you receive. Even if you request not to be contacted by us, we may use your contact information to send you crucial information about our Website or information about changes to this Policy for our Website.

6. Analytics

We may use service providers, including Google Analytics, to monitor and analyze the use of our Website. Google Analytics is a web analytics service offered by Google, Inc. (“Google”) that tracks and reports website traffic. Google uses the data collected to track and monitor the use of a website. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. Please use the following link to understand how Google Analytics collects and processes data <https://policies.google.com/technologies/partner-sites>.

7. Pledge to Security

We take security precautions in line with industry standards to protect our users’ information. If you have any question about the security of the Website, you can send an email to info@hpc.com, and we will get back to you regarding your concerns. WE WILL MAINTAIN OUR SYSTEMS ACCORDING TO DATA SECURITY REGULATIONS, HOWEVER THERE IS NO COMPLETELY SECURED SYSTEM THAT CAN PROVIDE OR GUARANTEE COMPLETE SECURITY OF ANY INFORMATION; THEREFORE, YOUR POSTING OR TRANSMITTING PERSONAL INFORMATION IS DONE AT YOUR SOLE RISK. If there is a serious breach in the security of the Company’s services and your personally identifiable information was impacted, then we will attempt to contact you, to allow you to take further steps that may be necessary to protect your information.

8. Your Privacy Rights (and International Privacy Practices)

The laws in certain jurisdictions require us to provide users, to the extent those laws apply to such users, with certain rights and information. This means that certain users may have additional personal information rights and choices based on where they live, and with respect to those users, to the extent this portion of the Policy conflicts with any other portion of this Policy, this portion of the Policy shall supersede and control. We have tried to provide links to websites that provide more information below. If you feel that this list does not cover your rights, please immediately notify us via email to info@hpc.com.

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit <https://oag.ca.gov/privacy>.

If you are a resident of the European Union or European Economic Area (the “EU”), the General Data Protection Law (“GDPR”) may provide you with additional rights regarding our use of your personal information. To learn more about your GDPR privacy rights, visit <https://eugdpr.org/the-regulation/>. A list of European Union data protection authorities is available at: http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

If you are a Canada resident, Canadian law may provide you with additional rights regarding our use of your personal information. To learn more about your Canada privacy rights, visit <https://www.priv.gc.ca/en/>.

For example, certain users (such as users in California or the EU) may have the following rights with respect to their personal information:

- The right to know what information the Company collects from you, why it is collected, and how it is shared.
- The right to have access to your personal information in a portable format, to the extent technically feasible.
- The right to have your personal information deleted by the Company and its service providers (see below) and to be notified when such deletion has been completed, colloquially known as the “right to be forgotten”.
- The right to have incomplete or inaccurate personal information rectified and to be notified upon rectification.
- Withdraw your consent to the processing of your personal information.
- The right to request information about the categories of information that are sold and/or to opt out of the sale of personal information. (Note: what is covered as a “sale” under California law is not yet clear, but we currently do not “sell” your information, as we understand it.)

The rights and options described above are subject to limitations and exceptions under applicable law. In situations in which the Company processes personal data on behalf of a user, the Company may refer the request to the relevant user and cooperate with their handling of the request, subject to any special contractual arrangement with that user.

The Company services are operated in the United States. If a user is located outside of the United States, please be aware that information the Company collects, including personal information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which the user is located, and the user’s personal information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. U.S. law may not provide the degree of protection for personal information that is available in other countries. The Company takes commercially reasonable steps to ensure that all user data is treated securely, including entering into appropriate data transfer agreements. By using the Company’s services or providing the Company with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including personal information, in the United States as set forth in this Policy. If you choose to access and use the Website from outside the U.S. you acknowledge that you are doing so on your own initiative, at your own risk, and are responsible for compliance with applicable laws.

If you would like to request to review, correct, restrict or delete personal information that you have previously provided to us, object to the processing of personal information, or if you would like to request to receive an electronic copy of your personal information for purposes of transmitting it to another company (to the extent this right to data portability is provided to you by applicable law), please contact us via email to info@hapc.com. We will respond to your request in accordance with the applicable law that governs the collection, use and deletion of your data and information. The requested deletion will be as comprehensive as possible but is always subject to issues outside of our control, including applicable regulations and laws, your actions and the actions of third parties. It is important to note that we may retain a copy of the information for archival purposes and to avoid identity theft or fraud.

You also may have the right to lodge a complaint with the supervisory authority of your habitual residence, place of work or place of alleged infringement, if you consider that the processing of your personal data infringes applicable law. However, we encourage you to contact us first via email to info@hapc.com, and we will do our very best to promptly address your issue(s) and resolve the concern(s).

9. Links to Other Sites

The Website may contain links to other websites. Please be aware that the Company is not responsible for the privacy practices of any other site. We encourage our users to be aware of when they leave our Website and to read the privacy policy of every website that collects personally identifiable information. This Policy applies solely to information collected by and on Company's Website.

10. Disclaimers

You acknowledge and agree that your access and use of our Website is at your sole risk and cost. The Company disclaims (to the fullest extent permitted by law) all warranties, including warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, noninfringement and usefulness, with respect to any of our services, our Website or any Website content or information.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY OR ITS LICENSORS, SERVICE PROVIDERS, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR AGENTS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES BASED ON LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

All matters relating to the Website and this Policy, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, this Policy or the Website shall be instituted exclusively in the federal courts of the United States located in District of Columbia, although we retain the right to bring any suit, action or proceeding against you for breach of this Policy in your state, country or jurisdiction of residence or any other relevant state, country or jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

11. Eligibility; Policy Regarding Children

Anyone who accesses or uses our Website agrees to this Policy and shall continue to abide by its terms of use; provided, however, that certain programs on our Website that collect personally identifiable information may not be accessible to children under 13 years old, and no one under 18 years of age may engage in any commercial transaction on our Website.

The Company does not knowingly collect or maintain any information from any person under 13 years of age, and no part of our services or Website is communicated directly to any person under 13 years of age, except through the person's parents or legal guardians. If the Company learns that personally identifiable information of any person under 13 years of age has been collected without parental or guardian consent, then the Company may take appropriate steps to delete the information. If you are under 13, you may use the Website only with the involvement of a parent or guardian. Parents and guardians should always supervise their children's use of the Internet.

12. Updates and Changes to this Policy

We reserve the right to change this Policy at any time. Whenever a change is made to this Policy, we will post a notification on the Website. Any changes will be effective immediately upon the posting of the revised Policy and your use of our services indicates your consent to the Policy posted at the time of use. However, we will not use your previously collected personal information in a manner materially different than represented at the time it was collected, without your consent. To the extent any provision of this Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

13. Contact Us

For more information or if you have questions or concerns regarding this Policy, please contact us at the address, telephone number or email address below:

Hessel Aluise & O'Leary, P.C.
1730 Rhode Island Avenue NW, Suite 900
Washington, DC 20036
United States

Phone: (202) 466-5300
Email: info@hapc.com

This Policy was last updated on April 13, 2022.