

Capalino + Company – Mobile Application Terms of Use

Thank you for downloading the MWBE Connect NY mobile application (the “Application”), which is owned and operated by Capalino + Company (“Capalino”). Capalino is a leading full service government relations and strategic consulting firm. These terms and conditions (“Terms of Use”) govern your access to and use of the Application as well as the content, functionality, goods and/or services offered through the Application. Throughout these Terms of Use, “we,” “us,” and “our” refer to Capalino and the terms “you” and “your” refer to any user of the Application.

These Terms of Use are effective as of: [September 2016]

Please carefully read these Terms of Use before you start using the Application. By accessing or using the Application you agree to be legally bound, without limitation or qualification, to these Terms of Use. If you do not agree to all of the provisions in these Terms of Use please immediately exit the Application, make no further use of the Application, and delete the Application from your mobile device.

Access to and use of the Application, is subject to all applicable laws and regulations as well as these Terms of Use and Capalino’s Privacy Policy (“Privacy Policy”) (located at [233 Broadway, New York, NY 10279]), which set forth the legally binding terms related to your access and use of the Application.

When you purchase the Application and/or additional services through the Application, you will be directed to a webpage operated by a third party, Authorize.Net, to complete your order. Authorize.Net processes all payments made through the Application. The Authorize.Net website is governed by a separate terms of use and privacy policy. If you choose to purchase the Application or services through the Application, you should familiarize yourself with Authorize.Net’s privacy policy located at www.authorize.net/company/privacy/.

About the Application

The Application aggregates information related to government Minority and Women's Business Enterprise (“MWBE”) contracts obtained from certain third party sources and organizes these MWBE Contracts based on various criteria. Subject to these Terms of Use, the Application allows you to: (i) access, search, save, and track governmental MWBE contracts which Capalino sources from publicly accessible governmental websites (hereinafter “**Contracts**”); (ii) enter certain information about yourself, including [the name of your company, program status, capabilities, business size,] to allow our proprietary algorithms to “match” you with MWBE Contracts that may fit your criteria; (iii) register for an Application account by entering certain information, including your name, e-mail address, mailing address, phone number and other identifying information; (iv) purchase certain Application features after the expiration of the 3-month Application trial period by entering your name, address, phone number, e-mail address, and credit card information; (v) access related content such as event information and press releases; and (vi) contact Capalino via e-mail or via the Application’s messaging feature.

Nothing on the Application shall be considered an endorsement, representation or warranty with respect to any third party, whether in regards to its web site, products, services, or otherwise.

You Must Be At Least 18 Years of Age

By using, registering and/or providing any information on the Application, you certify that you are at least eighteen (18) years of age and of legal age to form a binding contract. We do not collect personally identifiable information from any person whom we actually know is under the age of eighteen (18).

Updates and Changes to the Terms of Use

From time to time, in our sole discretion and without providing notice to you, we will provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or

functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either the Application will automatically download and install all available Updates or you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

Additionally, from time to time, in our sole discretion, and without providing notice to you, we will change or make additions to these Terms of Use and will post the revised Terms of Use on the Application. The revised Terms of Use will be effective immediately upon posting.

You are responsible for reviewing the most current version of the Terms of Use before using the Application to ensure that you agree to any revisions to the Terms of Use. If at any time you do not agree to the revisions, you should immediately cease all use of and access to the Application. By continuing to use the Application after we post any such changes, you accept the Terms of Use, as modified.

Collection and Use of Your Information

You acknowledge that when you download, install or use the Application, we may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features, services or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. If you do not agree to your information being used in any of the ways described in the Privacy Policy, you must discontinue use of the Application.

You understand and agree that we own and have the right to collect, extract, compile, synthesize, and analyze Aggregate Data. We may use such Aggregate Data for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated and anonymized form so that it cannot be identifiable as relating to you or your company. "Aggregate Data" means de-identified aggregated data or information, including but not limited to information related to the Contracts that users search for and the "matches" that are made through the Application.

Purchasing Services from Capalino

By purchasing the Applications or services from the Application, you certify that you are at least eighteen (18) years of age. You further agree that you will pay all fees charged to you in accordance with the fees, charges, and billing terms as detailed on the Application. The products and services displayed on the Application are continuously being updated and changed and it is possible that some of the products and/or services that are displayed on the Application may not be available at any particular time. Capalino is not responsible to you, or to any other party, if a products and/or services displayed on the Application is not available for purchase or use at any particular time.

Account Security

If you choose to create an account through the Application, you will be asked to provide certain information, which will be stored by Amazon and the storage of your information will be governed by the terms of use and privacy policy of Amazon. If you choose to create an account on the Application, you must treat your user name, password or any other piece of information related to your account as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Application or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Your Responsibility

You represent that all of the information, data, and other materials you provide on the Application or to Capalino through any other means, are true, accurate, and complete. You are responsible for updating and correcting the information you have provided on the Application or to Capalino through any other means, as appropriate.

You must not use the Application: (a) to violate any local, state, national or international law; or (b) to interfere with or disrupt the servers or networks connected to the Application, or disobey any requirements, procedures, policies or regulations of networks connected to the Application.

Intellectual Property

Unless otherwise indicated, the Application and its design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion and other matters related to the Application are protected under applicable copyright, trademark and other proprietary laws, including but not limited to those of the United States, and all rights therein are the property of Capalino or the material is included with the permission of the rights owner.

LICENSE GRANT. Subject to the terms of this Agreement, Capalino grants you a limited, non-exclusive and nontransferable license to download, install and use the Application as well as the content provided thereon for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with these Terms of Use.

You acknowledge and agree that the Application is provided under license and you do not acquire any ownership interest in accordance with the license granted. You acknowledge that Capalino owns all right, title and interest in and to all of the information on the Application, and all underlying software and technology, including without limitation all Intellectual Property Rights, or that the material is included with the permission of the rights owner. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

TRADEMARKS. Certain of the names, logos, and other materials displayed on the Application including ConnectNY and Capalino constitute trademarks, tradenames, service marks or logos ("Marks") of Capalino or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Capalino or those other entities.

COPYRIGHTS; RESTRICTIONS ON USE. The content made available to you through the Application, including without limitation, text, databases, software, code, music, sound, photos, and graphics ("Our Content"), is: (a) copyrighted by Capalino and/or its licensors under United States and international copyright laws; (b) subject to other intellectual property and proprietary rights and laws; and (c) owned by Capalino or its licensors. Except as permitted in the Terms of Use, Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, performed, displayed, reverse engineered, decoded, disassembled, decompiled or redistributed in any way without our prior written permission and/or the prior written permission of our applicable licensors. You shall not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Content.

Third Party Materials

The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites, services and/or publications including governmental sources ("**Third Party Materials**"). You acknowledge and agree that Capalino is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Capalino does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

Limitation of Liability and Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. ACCESS TO THE APPLICATION, AND ITS CONTENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAPALINO, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE WITH RESPECT TO THE APPLICATION OR THE PRODUCTS AND/OR SERVICES PROVIDED THEREON, OR WITH RESPECT TO ANY APPLICATION OR WEBSITE TO WHICH THE APPLICATION IS LINKED.

THE INFORMATION PRESENTED ON OR THROUGH THE APPLICATION IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. ALL INFORMATION PROVIDED ON AND THROUGH THE APPLICATION RELATED TO THE CONTRACTS IS OBTAINED FROM WEBSITES OWNED AND OPERATED BY THIRD PARTIES. WE HAVE NO CONTROL OVER, AND CANNOT GUARANTEE THE AVAILABILITY OF ANY CONTRACT AT ANY PARTICULAR TIME. WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO: (i) THE ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF THE INFORMATION PROVIDED ON THE APPLICATION, INCLUDING, BUT NOT LIMITED TO INFORMATION RELATED TO THE CONTRACTS, THE "TAGGING" OF CONTRACTS (IE. THE ORGANIZATION OF CONTRACTS BY GEOGRAPHY, CONTRACT SIZE, TYPE OF CONTRACT, ETC.), THE CONTRACT "MATCHES" PROVIDED TO YOU THROUGH THE APPLICATION MATCH FEATURE, PRICE OR COST INFORMATION, INFORMATION RELATED TO EVENTS OR PRESS RELEASES, AND/OR OTHER CONTENT, INCLUDING THE PRODUCTS AND/OR SERVICES, MADE AVAILABLE THROUGH THE APPLICATION; (ii) THE QUALITY AND SECURITY OF THE APPLICATION, INCLUDING WHETHER THE APPLICATION WILL BE FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS; AND/OR (iii) THE INABILITY TO ACCESS THE APPLICATION OR ITS CONTENT OR TO PURCHASE AN ITEM OR SERVICE DISPLAYED ON THE APPLICATION. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE APPLICATION. WHEN USING THE APPLICATION, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT IS BEYOND OUR CONTROL AND JURISDICTION. ACCORDINGLY, WE ASSUME NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE APPLICATION, AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION.

YOU ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER AND NO DUTY TO TAKE ACTION REGARDING WHAT EFFECT THE CONTENT ON THE APPLICATION OR CAPALINO'S PRODUCTS AND/OR SERVICES MAY HAVE ON YOU OR HOW YOU MAY INTERPRET OR USE THE INFORMATION ON THE APPLICATION, OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF BEING EXPOSED TO THE INFORMATION ON THE APPLICATION OR CAPALINO'S PRODUCTS AND/OR SERVICES. WE DO NOT

GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CAPALINO'S PRODUCTS AND/OR SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE APPLICATION (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. ANY RELIANCE YOU PLACE ON INFORMATION PROVIDED OR SERVICES RENDERED ON OR THROUGH THE APPLICATION IS AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION AND/OR ON OUR SERVICES BY YOU OR ANY OTHER VISITOR TO THE APPLICATION, OR BY ANYONE WHO MAY BE INFORMED OF THE CONTENTS OF THE APPLICATION.

These Terms of Use give you specific legal rights and you may also have other rights which vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in herein may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out herein shall apply to the fullest extent permitted by the laws of such applicable jurisdictions.

Limitation of Damages and Remedies

YOU AGREE THAT CAPALINO, ITS AFFILIATES AND/OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND/OR DIRECTORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES SUFFERED AS A RESULT OF ACCESSING, USING, PRINTING, COPYING OR DOWNLOADING ANYTHING FROM THE APPLICATION. YOU FURTHER AGREE THAT CAPALINO SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE APPLICATION.

IN NO EVENT WILL CAPALINO BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION, EVEN IF CAPALINO, ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION TO THE FOREGOING, CAPALINO PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

CAPALINO'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE APPLICATION OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DISSATISFACTION WITH ANY PRODUCTS AND/OR SERVICES OFFERED AND/OR PROVIDED THROUGH THE APPLICATION, SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00)

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Termination

The term of these Terms of Use commences when you download the Application and will continue in effect until terminated by you or Capalino as set forth in this section. You agree that we, in our sole discretion, may terminate your use of, and/or access to the Application if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device. Upon termination all rights granted to you herein will also terminate. YOU AGREE THAT WE SHALL

NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE APPLICATION.

Indemnity

You agree to indemnify, defend and hold harmless Capalino, its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur, resulting from, or alleged to result from: (i) your breach of these Terms of Use; (ii) your violation of any applicable law, regulation, rule or order pertaining to your use of the Application; and/or (iii) your unauthorized or unlawful use of the Application.

No Extraterritoriality

Capalino is based in the United States of America and makes no claims that the Application is appropriate for, or may be accessed, downloaded or used by, persons residing outside of the United States of America. Capalino makes no representation that the Application is appropriate or may legally be used in the nation, state, province or other jurisdiction in which you reside, do business, or are incorporated or organized, and access to the Application is prohibited from jurisdictions where the Application, or its content, is illegal.

Those who choose to access the Application do so on their own initiative and are responsible for compliance with applicable laws. Access to the Application may not be legal by certain persons in certain countries. If you access the Application from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Jurisdiction and Choice of Law

You agree that with respect to any suit, action or proceeding arising out of or in connection with any dispute with Capalino, including without limitation any claim involving Capalino or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents: (i) you will submit to the jurisdiction of the courts of New York; and (ii) you irrevocably waive any objection that you may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court; irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waive the right to object, with respect to any such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over you.

You agree that these Terms of Use, as well as any suit, action or proceeding arising out of or in connection with any dispute with Capalino, including without limitation any claim involving Capalino or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants and agents, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania in all matters, including, without limitation, its validity, construction, interpretation and performance, and without regard to provisions regarding conflicts of law.

Entire Understanding

These Terms of Use constitute the entire agreement between Capalino and you with respect to the subject matter of these Terms of Use, and supersede all previous and contemporaneous agreements, proposals and communications between us, written or oral.

Headings

The headings of the various sections of these Terms of Use have been inserted only for the purposes of convenience, and those headings shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of these Terms of Use.

Assignment

We may assign these Terms of Use, in whole or in part, in our sole discretion. You may not assign your rights under these Terms of Use without our prior written permission. Any attempt by you to assign your rights under these Terms of Use without the permission of Capalino shall be void.

Severability and Non-Waiver

Our failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right herein on any occasion will not constitute a waiver of such right or any other right on any other occasion. In the event any provision of these Terms of Use is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms of Use, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision. These Terms of Use will apply in lieu of and notwithstanding any specific legend or statement associated with any particular document or information exchanged.

Survivability and Reservation of Rights

The following provisions of the Terms of Use survive the expiration or termination of the Terms of Use for any reason whatsoever: Limitation of Liability and Disclaimer of Warranties, Limitation of Damages and Remedies, Termination, Indemnity, Jurisdiction and Choice of Law. Capalino reserves all rights not expressly granted to you herein.

Capalino's Contact Information

If you have any questions regarding these Terms of Use or any other matter, you can contact Capalino at:

Capalino + Company
The Woolworth Building
233 Broadway, Suite 710
New York, NY 10279
Telephone: (212) 616-5810
Email: mwbeconnectny@capalino.com

PRIVACY POLICY

Effective Date: September 1, 2016

Capalino's Privacy Information - Overview

This privacy policy is to read together with the Terms of Use. This privacy policy applies to the MWBE Connect NY Application ("Application"). This privacy policy describes how Capalino and the Application collect and use the personal information you provide through the Application. Capalino is committed to protecting the privacy of our users. We want to provide a safe, secure user experience while using our Application. We will use our best efforts to ensure that the information you submit to us remains private, and is used only for the purposes as set forth herein. The following reflects our commitment to you.

If you have questions or concerns regarding this Statement, you should first contact us via e-mail at MWBEConnectNY@Capalino.com.

Information About All Application Users

We gather information about all of our users collectively, such as what areas users visit most frequently, what services users access the most as well as what Contracts users are interested in. We use such information in the aggregate and not on an individual basis. This information helps us determine what is most beneficial for our users, and how we can develop a better overall Application and experience for our users. This information may be shared with our partners, but only in the aggregate.

Information About Applications Users Specifically

In some instances, such as when you use or "Match" service, we may need more specific personal information about you, such as name, address, e-mail address, telephone number, credit card number, etc. We may use that information to make you aware of additional services which may be of interest to you, send newsletters or service related emails if our service is temporarily down, provide you professional consulting services, allow our professional consultants to contact you, or to contact you regarding site changes. We may also ask you for other information, such as feedback regarding the site, the types of Contracts you are interested in, etc., Again, in an effort to develop for you and deliver to you the best possible Application.

General Information Disclosure

We do not disclose, share, sell, trade or rent information about your individual visits to the Application, or personal information that you provide, such as your name, address, e-mail address, telephone number, credit card number, etc., to any outside parties other than as disclosed within this privacy policy.

We may provide your personal information to companies that provide services to help us with our business activities such as a credit card processing company to process payments, a third party customer service company that may offer customer support on our behalf. These companies are authorized to use your personal information only as necessary to provide these services to us.

We may disclose your personal information as required by law, such as to comply with a subpoena, or similar legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

If Capalino is involved in a merger, acquisition, or sale of all or a portion of our assets, you will be notified via email and/or prominent notice on our Application of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

We may also disclose your personal information to any other third party with your prior consent.

Email

To connect you with account information, Contracts and other information, we will communicate with you via email using the email address provided during registration. You hereby consent to allowing us to contact you via email.

Updating Your Personal Information

If your personal information changes, or if you no longer desire our service, you may correct, update, delete inaccuracies, or deactivate your account by making the change on our member information page, or by emailing us at MWBEConnectNY@Capalino.com. We will respond to your access request within 30 days.

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at MWBEConnectNY@Capalino.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Security

The security of your personal information is important to us. When you enter sensitive information (such as credit card number) on our site, we encrypt the transmission of that information using secure socket layer technology (SSL). We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Application, you can contact us at MWBEConnectNY@Capalino.com.

Social Media Widgets

Our Application includes Social Media Features, such as the Facebook Like button [and Widgets, such as the Share this button or interactive mini-programs that run on our site]. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Application. Your interactions with these Features are governed by the privacy policy of the company providing it.

Links to Other Sites

This Application contains links to other sites that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other sites.

We encourage you to be aware when you leave our site and to read the privacy policies of each and every Application that collects personal information.

This privacy policy applies only to information collected by the Application.

Privacy Commitment Changes

We may update this privacy policy to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices. If, at any time, you have questions or concerns about our privacy commitment, please feel free to email us at MWBEConnectNY@Capalino.com.