

## **Privacy Policy *Effective Date: October 11, 2024.***

**GC Consultants Inc. and its subsidiaries and affiliates** (collectively, “GC Consultants Inc”, “us” or “we”) understand that your privacy is important to you. We are committed to respecting your privacy and protecting your personal data, which is any information that is capable of identifying you as an individual person. This Privacy Policy describes how we handle and protect your personal data in connection with GC Consultants Inc's business activities, like conferences and events, and client services, and on websites, applications, and communications that post a link to this privacy Policy (collectively, “the Sites”), in our capacity as data controllers. Please see our Terms of use for more information about our online terms and policies in general.

### **Information we collect**

GC Consultants Inc collects personal data in the course of its business activities, including in connection with some client services. We also collect personal data on certain areas of the Sites when you register for or apply for jobs through the GC Consultants Inc Recruitment Portal, create a user profile, register for GC Consultants Inc newsletters and alerts, participate in our alumni activities through our Alumni Center Website, sign up for conferences and events, and/or participate in public user posting areas (such as bulletin boards, discussion forums, and surveys). The personal data collected varies and may include information that you provide, such as your name, mailing address, e-mail address, telephone number, fax number, and background information required to apply for a job.

We may also automatically collect information about the devices you use to interact with our Sites. The information we automatically collect may include IP address, device identifier, web browser, and browsing information collected through cookies, web beacons, pixels, clear gifs, and other similar technologies (collectively “Cookies and Other Tracking Technologies”) on our Sites. We may also automatically collect information about how you use the Sites, such as what you have searched for and viewed on the Sites. The information automatically collected may be associated with a unique identifier as well as with any other personal data you have provided.

GC Consultants Inc may also collect personal data about you from third parties, such as data brokers or aggregators, in the course of its business activities including in

connection with some client services. This includes demographic, professional and other information that is publicly available online, including information you choose to make public through social media platforms and other public online forums. We may combine this data with existing information we have about you or use it independently, for the purposes of our benchmarking and data analytics activities (e.g., analysis of recruiting practices across an industry, detecting fraud patterns in connection with financial transactions, foot traffic in retail environments). We will always seek to confirm that the third party has provided transparent information about its use of this data, including its disclosure to third parties like GC Consultants Inc, in compliance with applicable law.

### **Use of information**

GC Consultants Inc uses your personal data to fulfill your requests for information, process your requests to participate in conferences and events, personalize content that you view or receive on the Sites, evaluate and improve our services, distribute newsletters and alerts to you, recruit and evaluate job applicants, analyze the Sites' performance and functioning, publish your letters to the editor or comments, prevent fraud, enforce our terms of use, comply with all applicable laws and corporate reporting obligations, enforce GC Consultants Inc's agreements, and accomplish other purposes you may initiate or request. In some situations, the collection of personal data may be required for the operation of the Sites, or we may use it in the course of our business activities, including in connection with some client services, for example, to provide certain services or products such as our benchmarking products. We may combine and/or analyze personal data to evaluate and offer content and services most relevant to you. We may keep any of your personal data on file and use it to contact you.

GC Consultants Inc and its service providers may use first and third-party Cookies and Other Tracking Technologies, including web beacons, to manage our Sites and our services and collect analytics about how you use them. GC Consultants Inc and its service providers may collect information about whether you open or click any links in the knowledge, research or event communications that we send to you. The information provided throughout this Privacy Policy about cookies also applies to these other tracking technologies. Please refer to our [Cookie Policy](#) for more details regarding our use of Cookies and Other Tracking Technologies.

Our Sites do not track you by collecting personal data about your online activities over time and across third-party websites or online services. Accordingly, we do not alter our

data collection and use practices in response to “do not track” signals transmitted from web browsers.

### **Use of information collected via mobile devices**

In connection with our mobile applications, GC Consultants Inc may use third-party service providers to analyze user activity to fix errors, monitor usage, and improve the performance of the mobile applications. For example, GC Consultants Inc receives reports on some of our mobile applications’ aggregate usage and browsing patterns, including information about the type of device used, articles accessed, and other events occurring within our apps. GC Consultants Inc also receives reports on certain errors occurring within mobile applications.

In addition, our GC Consultants Inc Insights app offers a personalized list of recommendations (called “Insights for you”) directing you to GC Consultants Inc content that we think you will find interesting. Recommendations are based solely on what you have viewed in the Insights app. A unique user identifier that is generated by the app helps personalize your app experience and tracks the articles that you read in the app. We do not share your viewing history or trends through the Insights app with other users or any external third parties (i.e., persons or entities that are not affiliates or third-party service providers of GC Consultants Inc).

### **The legal basis by which we process your personal data**

Our processing of your personal data for the purposes mentioned above is based:

- in part, on our legitimate interests in promoting and protecting GC Consultants Inc, and building and maintaining relationships, recruitment, and providing our services;
- in part, on your consent, for example, if you create a user profile, or register for our newsletters or alerts, or for business purposes that support web operations such as understanding and enhancing the quality of your experience on our websites;
- in part, to comply with the law, when certain information is necessary to satisfy our legal or regulatory obligations.

## **Disclosure of personal data: data recipients and international data transfers**

Personal data collected in the course of GC Consultants Inc' business activities, including in connection with some client services, as well as on the Sites may be transferred from time to time to GC Consultants Inc subsidiaries and affiliates and their personnel across our global organization, as well as to our third-party service providers located throughout the world, including in countries where the local law may grant you fewer rights than you have in your own country. Additionally, the Sites may be viewed and hosted by GC Consultants Inc and our third-party service providers anywhere in the world. Where required by law, we have put in place legal mechanisms designed to ensure adequate data protection of your personal data that is processed by GC Consultants Inc subsidiaries, affiliates, and third-party service providers, including the transfer of your personal data to countries other than the one in which you reside. If you would like more information about these legal mechanisms, which may include the EU's Standard Contractual Clauses, please contact us at the address below. By using any of the Sites and providing information on any of them, you voluntarily consent to such trans-border transfer and hosting of such information.

GC Consultants Inc will not intentionally disclose or transfer (and will take reasonable steps to prevent the unauthorized or accidental disclosure of) your personal data to third parties without your consent or as otherwise permitted by law, whether for such third parties' own marketing purposes or otherwise, except as follows. GC Consultants Inc may provide access to your personal data to third-party service providers engaged by GC Consultants Inc to provide services related to the Sites as well as related to GC Consultants Inc's business activities, including in connection with some client services, in the manner agreed upon in our client services agreements. We maintain processes designed to ensure that any processing of personal data by third-party service providers is consistent with this Privacy Policy and protects the confidentiality, availability, and integrity of your personal data.

We also may share your personal data with third-party service providers who perform services and functions on our behalf to support our interactions with you, including, for example, processing recruitment materials, administering surveys or contests, or communicating with you.

In addition, we may disclose information about you:

- If we are required to do so by law or legal process;
- To law enforcement authorities or other government officials;
- When we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
- If disclosure is necessary to protect the vital interests of a person;
- To enforce our [Terms of use](#);
- To protect our property, services and legal rights;
- To prevent fraud against GC Consultants Inc, our subsidiaries, affiliates and/or business partners;
- To support auditing, compliance, and corporate governance functions; or
- To comply with any and all applicable laws.

In addition, we may disclose or transfer your personal data in the event of a reorganization, merger, sale, joint venture, assignment, or other transfer or disposition of all or any portion of our business.

### **User forums**

You should be aware that whenever you publicly disclose information online, that information could be collected and used by others. GC Consultants Inc is not responsible for any action or policies of any third parties who collect information that users publicly disclose in any such forums on the Sites.

### **Link to third-party sites**

GC Consultants Inc may provide links to third-party websites or information as a service to our users. If you use these links, you will leave the Sites. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by GC Consultants Inc of the third party, the third-party website, or the information contained therein, and GC Consultants Inc shall not be responsible or liable for your use thereof. Such use shall be subject to the terms of use and privacy policies applicable to those sites.

## **Social Networking**

The Sites may allow you to sign into and associate your social network accounts including, but not limited to, [Twitter](#), [LinkedIn](#), [Facebook](#), and [YouTube](#), with GC Consultants Inc. The Sites also may allow you to log in to a GC Consultants Inc account using certain social network account credentials.

By associating your social network account with GC Consultants Inc or logging in to a GC Consultants Inc account using your social network account credentials, you give us permission to access information that you have made available in your public profile for that social network account. The information available in your public profile varies based on the social network and your settings but may include your email address, real name, profile picture, gender, and location. We use the information we receive from your social network account in accordance with the social network's terms of use and this Privacy Policy. Please refer to the privacy settings in your social network account for information about what data is shared with GC Consultants Inc and other connected applications and to manage the data that is shared through your account, including information about your activities using our Sites.

If you would like to disconnect a social media account from us, refer to the settings of that social network account and its provider.

## **Security**

GC Consultants Inc has implemented generally accepted standards of technology and operational security to protect personal data from loss, misuse, alteration, or destruction. Only authorized GC Consultants Inc personnel and third-party service providers are provided access to personal data, and these employees and service providers are required to treat this information as confidential. Despite these precautions, however, GC Consultants Inc cannot guarantee that unauthorized persons will not obtain access to your personal data.

## **Data retention**

GC Consultants Inc retains personal data, as necessary, for the duration of the relevant business relationship.

We may also retain personal data for longer than the duration of the business relationship should we need to retain it to protect ourselves against legal claims, use it for analysis or historical record-keeping, or comply with our information management policies and schedules. If you request that we delete your personal data, GC Consultants Inc will make reasonable attempts to delete all instances of the information in their entirety. For requests for access, corrections, or deletion, please refer to the “Your Rights” section of this Privacy Policy.

## **Children**

The Sites are not designed for or directed at children 16 years of age or younger, and GC Consultants Inc does not intentionally collect or maintain personal data about anyone under this age.

## **Your rights**

Where granted by applicable law, you may have the right to request access to the personal data that we have collected about you for the purposes of reviewing, modifying, or requesting deletion of the data. You may also have the right to request a copy of the personal data that we have collected about you and to have any inaccuracies in that data corrected. In certain circumstances, you may also request that we cease processing your personal data.

If you would like to make a request to access, review, or correct the personal data we have collected about you, or to discuss how we process your personal data, please contact us at [info@hekimaholdins.com](mailto:info@hekimaholdins.com). To help protect your privacy and security, we will take reasonable steps to verify your identity, such as requiring a password and user ID, before granting access to your personal data. We will make reasonable attempts to promptly investigate, comply with, or otherwise respond to your requests as may be required by applicable law. Different laws may prevent us from providing access to your personal data or otherwise fully complying with your request depending upon the circumstances and the request, such as for example, where producing your information may reveal the identity of someone else. We reserve the right to charge an appropriate fee for complying with your request where allowed by applicable law, and/or deny your

requests where they may be manifestly unfounded, and/or excessive, or otherwise objectionable or unwarranted under applicable law.

In addition, and where granted by local law, you have the legal right to lodge a complaint with a competent data protection authority.

### **Unsubscribe**

If you have registered for GC Consultants Inc newsletter or alerts, or you receive invitations to survey or events from GC Consultants Inc and you prefer not to receive future email communications from us, please review the communications settings in your profile on GC Consultants Inc.com, follow the instructions on the page of the Site where you have provided such information, subscribed or registered or write to [info@hekimaholdins.com](mailto:info@hekimaholdins.com) to unsubscribe from all GC Consultants Inc communications.

### **Your California privacy rights**

If you are a California resident under the age of 18, and a registered user of any of the Sites where this Privacy Policy is posted, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please send an email with a detailed description of the specific content or information to [info@hekimaholdins.com](mailto:info@hekimaholdins.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

As required by the [California Consumer Privacy Act \(CCPA\)](#), this Privacy Policy describes the categories of personal data collected, processed, and disclosed by GC Consultants Inc, the categories of sources for that data, and the business or commercial purposes for which that data is collected, processed, and disclosed.



In addition, under California law, you may have the right (up to two times in any 12-month period) to request more information about GC Consultants Inc's collection, use, disclosure, and sale of personal data about you including:

- The categories of personal data about you that we have collected in the preceding 12 months and the categories of sources of that information,
- The categories of sources from which we have collected that information in the preceding 12 months,
- The commercial or business reason(s) we have collected, used, disclosed, or sold that information, and
- The categories of third parties to whom we have disclosed or sold that information in the preceding 12 months.
- In addition, upon receipt of a verifiable request from you establishing your identity, you may have the right to know about the specific pieces of personal data that we have collected about you and/or shared with third parties in the preceding 12 months.

You may also have the right to request deletion of personal data about you that we have collected or maintain, which we will honor subject to certain limitations set forth in California law.

If you are a California consumer and you or your authorized agent would like to exercise your privacy rights, please contact us at [info@hekimaholdings.com](mailto:info@hekimaholdings.com), or call us at (307) 206-9770. When we process your request, we require you to provide certain personal data about you in order to verify your identity in accordance with requirements under CCPA. This may include your first and last name, email address, physical address, telephone number, and information about your relationship with us or other information needed to verify your identity. GC Consultants Inc will not discriminate against you based on your exercise of any of these rights.

### **Consent; changes to Privacy Policy**

By using the Sites, you consent to the collection, use, and storage of your personal data by us in the manner described in this Privacy Policy and elsewhere on the Sites. We reserve the right to make changes to this Privacy Policy from time to time. We will alert you to any such changes by updating this Privacy Policy. If we make material changes to this Privacy Policy that increase our rights to use personal data that we have previously collected about you, we will obtain your consent either through an email to

your registered email address or by prominently posting information about the changes on our Sites.

### **Contact us**

If you have any questions about our Privacy Policy or if you would like to communicate with our EU Data Protection Officer or the Data Privacy Team, please contact us at:

GC Consultants Inc

101 N First St Ave, Ste 2325-1060

Phoenix, AZ 85003

(602) 661 7820

[info@gcconsultants.net](mailto:info@gcconsultants.net)

# Terms of Use

[GC Consultants Inc and its affiliates](#) (“GC Consultants Inc” or “we”) provides its content on its websites or applications that post a link to this Terms of Use (the “Site”) subject to the following terms and conditions (the “Terms”). We may periodically change the Terms without prior notice, so please check back from time to time. These Terms were last updated on September 7, 2022. By accessing and using this Site, you agree to these Terms. For an explanation of GC Consultants Inc’s practices and policies related to the collection, use, and storage of our user’s information, please read our [Privacy Policy](#).

## 1. Copyrights

All content and functionality on the Site, including text, graphics, logos, icons, images, and videos and the selection and arrangement thereof, in addition to any concepts, know-how, tools, frameworks, software, applications or other technology, algorithms, models, processes, and industry perspectives underlying or embedded in the foregoing, along with any enhancements to or derivative works thereof (the “Site Content”) is the exclusive property of GC Consultants Inc or its licensors and, to the extent applicable, is protected by U.S. and international copyright laws. Neither the Site Content nor functionality of the Site, may be copied, reproduced, modified, reverse engineered, altered (including the removal or disabling of any security or technological safeguards, disclaimers, or legends) uploaded, published, uploaded, posted, transmitted, or distributed in any way without our written permission, except for those uses specified in Section 3 – Use of site content. All rights not expressly granted are reserved.

## 2. Trademarks

The trademarks, service marks, designs, and logos (collectively, the “Trademarks”) displayed on the Site are the registered and unregistered Trademarks of GC Consultants Inc and its licensors. You agree that, except as expressly permitted by us (e.g., through social media sharing tools provided on the Site) or by our licensors, where applicable, you will not refer to or attribute any information to GC Consultants Inc or its licensors in any public medium (e.g., press release, websites, or public social media) for advertising or promotion purposes, or for the purpose of informing or influencing any

third party and that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, GC Consultants Inc or its licensors.

### 3. Use of site content

GC Consultants Inc hereby grants you a limited, non-exclusive, non-transferable, revocable license for the term hereof to access and download, display, and print one copy of the Site Content on any single computer solely for your internal, business use, provided that you do not modify the Site Content in any way (including creating derivative works thereof), that you retain all copyright and other proprietary notices displayed on the Site Content, and that you otherwise comply with these Terms. You may not otherwise reproduce, modify, reverse engineer, distribute, transmit, post, or disclose the Site Content without GC Consultants Inc's prior written consent. In addition, you may not "mirror" the Site Content or any portion thereof without GC Consultants Inc's express written consent. Nothing on this Site should be construed as granting directly or indirectly, or by implication any license or right to use any GC Consultants Inc intellectual property other than as expressly set forth herein. The license granted in this section terminates automatically and immediately if you do not comply with these Terms.

### 4. User postings

You acknowledge and agree that GC Consultants Inc shall own and have the unrestricted right to use, publish, and otherwise exploit any and all information that you post or otherwise publish on the Site in postings, forums or message boards, questionnaire, survey responses, and otherwise, and you acknowledge and agree that, by providing us any such submission, you automatically grant, and hereby do grant, to us a worldwide, non-exclusive, transferable, assignable, sublicensable, fully paid-up, royalty-free, perpetual, irrevocable license and right to use, reproduce, publish, distribute, modify and otherwise exploit such submission for any purpose, and in any form or media, not prohibited by applicable law. In addition, you hereby waive any claims against GC Consultants Inc for any alleged or actual infringements of any rights of privacy or publicity, intellectual property rights, moral rights, or rights of attribution in connection with GC Consultants Inc's use and publication of such submissions.

You covenant that you shall not post or otherwise publish on the Site any materials that (a) are threatening, libelous, defamatory, or obscene; (b) would constitute, or that encourage conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate law; (c) infringe the intellectual property, privacy, or other rights of any third parties; (d) contain a computer virus or other destructive element; (e) contain advertising; (f) constitute or contain false or misleading statements; or (g) violates these Terms.

GC Consultants Inc does not represent or endorse the accuracy or reliability of information posted to the Site by users. In addition, GC Consultants Inc does not and cannot review all information posted to the Site by users and is not responsible for such information. However, GC Consultants Inc reserves the right to refuse to post and the right to remove any information, in whole or in part, for any reason or for no reason.

#### 5. Notices of infringement and takedown by GC Consultants Inc

GC Consultants Inc prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to GC Consultants Inc at the address shown below, giving a written statement that contains: (a) identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. GC Consultants Inc will remove any posted submission that infringes the copyright or other intellectual property right of any person under U.S. law upon receipt of such a statement (or any statement in conformance with 17 U.S.C. 512(c)(3)). U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be

prohibited from posting further submissions. GC Consultants Inc's contact for submission of notices under this Section 5 is: Legal Department, GC Consultants Inc Consulting, Inc., 1300 W Sam Houston Pkwy S Suite 100, Houston, TX 77042.

## 6. Disclaimers

THE CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED WITH THE UNDERSTANDING THAT GC Consultants Inc IS NOT HEREIN ENGAGED IN RENDERING PROFESSIONAL ADVICE OR SERVICES TO YOU, NO SITE CONTENT IS INTENDED TO SERVE AS OR SHALL BE DEEMED INVESTMENT, LEGAL, TAX, ACCOUNTING OR OTHER REGULATED ADVICE, AND THAT YOU SHALL REMAIN SOLELY RESPONSIBLE FOR YOUR USE OF ALL SITE CONTENT AND ACKNOWLEDGE THAT ANY RELIANCE UPON THE SITE CONTENT SHALL BE ENTIRELY AT YOUR SOLE OPTION AND RISK. ALL CONTENT AND FUNCTIONALITY ON THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GC Consultants Inc AND ITS THIRD-PARTY CONTENT PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OWNERSHIP, ACCURACY, OR ADEQUACY OF THE SITE CONTENT. GC Consultants Inc SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY INFORMATION PUBLISHED ON LINKED WEBSITES, CONTAINED IN ANY USER SUBMISSIONS PUBLISHED ON THE SITE, OR PROVIDED BY THIRD PARTIES. NEITHER GC Consultants Inc NOR ITS THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSSES OR FOR LOST REVENUES OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

## 7. Indemnification

You hereby indemnify, defend, and hold harmless GC Consultants Inc and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, and attorneys and their respective heirs, successors, and assigns ("GC Consultants Inc Indemnified Parties") from and against any and all liability, expenses, costs, or other losses ("Losses")

incurred by GC Consultants Inc and/or GC Consultants Inc Indemnified Parties in connection to any claims arising out of your use of the Site and/or any breach by you of these Terms, including the representations, warranties, and covenants you made, if any, by agreeing to these terms. GC Consultants Inc reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### 8. Third-party websites & Providers

We may provide links to third-party websites, and some of the content appearing to be on this Site is in fact supplied, supported, or provided directly or indirectly by third parties, for example, in instances of framing of third-party websites or incorporation through framesets of content supplied by third-party servers. GC Consultants Inc has no responsibility for these third-party websites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party content providers.

#### 9. Governing law; jurisdiction

These Terms are governed by the laws of the State of Texas & Louisiana without reference to the principles of conflicts of laws thereof.