

PRIVACY POLICY

Last updated: May 15, 2025

AGREEMENT TO OUR PRIVACY POLICY

We are **Work 4 Workers, Inc** ("Company," "we," "us," "our"), a company registered in Texas, United States at 8534 Village Drive Suite A, San Antonio, TX 78217.

We operate the website <https://www.work4workers.com> (the "**Site**"), the mobile application **Jale** (the "**App**"), as well as any other related products and services that refer or link to this Privacy Policy (collectively, the "**Services**").

This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use the Services. Please read this policy carefully. If you do not agree with the terms of this Privacy Policy, please do not access the Services.

You can contact us at our contact form or by mail to **8534 Village Drive, Suite A, San Antonio, TX 78217, United States**.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Work 4 Workers, Inc, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We reserve the right, in our sole discretion, to make changes or modifications to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of this Privacy Policy. You waive any right to receive specific notice of each such change. It is your responsibility to periodically review this Privacy Policy to stay informed of updates. You will be subject to, and will be deemed to have accepted, the changes in any revised Privacy Policy by your continued use of the Services after such revised Privacy Policy is posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of this Privacy Policy for your records.

1. INFORMATION WE COLLECT

We collect information in the following categories depending on whether you are a worker or an employer using the Services.

Identity and Contact Information

We collect the following identity and contact information from workers and employers:

- Full legal name (workers and employers — collected via WhatsApp onboarding and web signup)

- Email address (employers; optional for workers — collected via account registration and Cognito sync)
- Phone number in E.164 format (workers — collected via Cognito signup and WhatsApp inbound headers)
- WhatsApp number (workers — collected via Twilio webhook)
- Company name (employers — stored as a Cognito custom attribute)

Professional Profile Information

We collect professional profile information from workers through WhatsApp onboarding questionnaires and profile update APIs, including:

- Primary trade (e.g., electrician, plumber, carpenter, concrete, painting, or custom trade)
- Years of experience band (0–1, 2–4, 5–9, 10+ years)
- Availability preference (full-time, part-time, weekends, or flexible)
- Transportation availability
- City and location (free-text)
- Skills list (normalized text tags)
- Professional biography (free-text)

Precise Geolocation Data

We collect precise geolocation data from workers, including GPS latitude and longitude coordinates, location source, and confidence score. This data is collected when a worker updates their profile using a map pin or when a text-based address is geocoded. Precise geolocation is a separately regulated category under applicable state and federal privacy laws.

Trade Competency and Assessment Data

We collect trade competency and assessment data from workers through WhatsApp trust signal questionnaires, including:

- Trust signal answers covering specialization, seniority, and typical tasks, stored using stable taxonomy keys
- Custom trade assessment answers for trades not covered by preset taxonomy
- AI-generated competency scores (0–100) produced by Amazon Bedrock Nova Lite
- AI-generated score rationale and reasoning text

AI-generated inferences about individuals — including competency scores, extracted profile fields, and candidate ranking reasons — are a separately regulated category under applicable privacy laws.

Voice Recordings, Transcripts, and Media

We collect voice and media content from workers, including:

- Voice message recordings (audio files submitted via WhatsApp)
- Speech-to-text transcripts derived from voice recordings via AWS Transcribe
- Profile photos and work sample images submitted via WhatsApp
- AI-extracted profile fields derived from voice content (e.g., name, city, trade) via Amazon Bedrock Nova Lite

Voice recordings and audio transcripts may be considered biometric-adjacent data and are subject to specific regulations in certain states including Illinois, Texas, and Washington.

Sensitive Documents

We collect sensitive documents uploaded through the document vault feature, including:

- Resume files
- Driver's license (government-issued photo identification)
- Social Security Number documents
- Document metadata including file name, file size, MIME type, and document type

Social Security Numbers and government-issued identification documents are sensitive categories of personal information subject to heightened protection under state and federal law.

Job Activity and Behavioral Data

We collect job activity and behavioral data related to your use of the Services, including:

- Job applications submitted, including which jobs were applied to and timestamps
- Application status progression (submitted, viewed, contacted, hired, or rejected)
- Jobs shown to workers (impressions log from WhatsApp JOBS command and web feed)
- Match scores and score components (skill overlap, seniority, trust alignment, and related factors)
- Candidate rankings visible to employers
- Job postings created by employers (title, description, location, pay range, job type, and required documents)

WhatsApp Conversation Data

We collect the following data related to WhatsApp interactions:

- Full conversation state machine history
- Outbound message content stored in the messaging outbox
- Message identifiers and delivery status via Twilio
- Language preference (English or Spanish, detected from first message)
- One-time password attempt counts and timestamps from authentication flows

Legal Consent Records

We maintain records of legal consent for all users, including:

- Terms of Service version accepted and timestamp
- Privacy Policy version accepted and timestamp
- IP address at the time of web acceptance
- User-Agent string at the time of web acceptance

Account and Technical Data

We collect standard account and technical data for all users, including:

- Cognito user ID (UUID)
- Session tokens (access, ID, and refresh tokens stored in browser sessionStorage)
- API request logs including method, path, status code, and latency (retained for one month in CloudWatch)

2. HOW WE USE YOUR INFORMATION

We use the information we collect to:

- Create and manage your account and provide the Services
- Connect workers with potential employers on the platform
- Process transactions and send related information including purchase confirmations and invoices
- Send administrative information such as updates, security alerts, and support messages
- Respond to your comments, questions, and requests
- Send promotional communications about features, surveys, newsletters, and events (you may opt out at any time)
- Score and rank worker profiles using AI-assisted competency assessment
- Extract structured profile data from voice messages and documents using AI services
- Monitor and analyze usage trends and activity in connection with the Services
- Detect, investigate, and prevent fraudulent transactions and other illegal activities
- Personalize the Services and provide content and features that match your profile and interests
- Maintain legal consent records as required by applicable law
- Comply with legal obligations

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the

legal capacity and you agree to comply with this Privacy Policy; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. DISCLOSURE OF YOUR INFORMATION

We may share your information in the following situations:

Third-Party Service Providers

We share your information with the following third-party vendors and service providers who perform services on our behalf. We have contracts in place with these third parties designed to safeguard your personal information.

Twilio: We share phone numbers, one-time password codes, and job alert message content with Twilio for the purpose of SMS authentication and WhatsApp messaging.

Amazon Web Services (AWS): All data processed through the Services is hosted on AWS infrastructure. Specific AWS services used include:

- AWS Cognito — receives phone numbers, email addresses, names, and user type for identity management
- AWS S3 — stores encrypted documents and voice recordings
- AWS Transcribe — receives voice recordings for speech-to-text transcription
- Amazon Bedrock (Nova Lite) — receives trade assessment answers, transcripts, and candidate data for AI competency scoring, profile field extraction, and candidate re-ranking
- AWS CloudWatch — receives API access logs and Lambda logs for operational monitoring (one-month retention)

We do not use any third-party analytics, advertising, or tracking tools. No data is shared with advertising networks or data brokers.

Business Transfers

We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

Other Users

When you share personal information through the Services (for example, by posting contributions or profile content), such information may be viewed by other users of the Services and possibly through third-party websites.

Legal Obligations

We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process.

Vital Interests and Rights Protection

We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person, or as evidence in litigation in which we are involved.

Mobile Information

No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Information sharing to subcontractors in support services, such as customer service, is permitted. All other use case categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

5. AI-GENERATED INFERENCES AND AUTOMATED PROCESSING

The Services use artificial intelligence and automated processing to generate inferences about workers. Specifically, we use Amazon Bedrock (Nova Lite) to:

- Generate competency scores (0–100) based on trade assessment questionnaire answers
- Generate written rationale explaining the basis for a competency score
- Extract structured profile fields from voice message transcripts
- Re-rank and score candidates for presentation to employers

These AI-generated inferences are used to match workers with relevant job opportunities and to present ranked candidates to employers. You may contact us to request information about inferences made about you or to dispute the accuracy of an AI-generated score.

6. COOKIES AND TRACKING TECHNOLOGIES

We may use cookies and similar tracking technologies to access or store information related to your session and use of the Services. Session tokens (access, ID, and refresh tokens) are stored in browser sessionStorage. We do not use third-party advertising cookies or cross-site tracking technologies.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of the Services.

7. SOCIAL MEDIA AND THIRD-PARTY ACCOUNTS

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that we may access, make available, and store any content that you have provided to and stored in your Third-Party Account so that it is available on and through the Services via your account, including without limitation any friend lists. Depending on the Third-Party Accounts you choose, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us or through your account settings. We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

8. DATA RETENTION

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

We will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies. Specific retention periods include:

- API access logs and Lambda logs: one (1) month retention in AWS CloudWatch
- Voice recordings, transcripts, and documents: retained for the duration of your account and deleted upon verified account deletion request

- Legal consent records: retained indefinitely as required to demonstrate compliance with applicable law
- All other personal data: retained for the duration of your account and for a reasonable period thereafter

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

9. SECURITY OF YOUR INFORMATION

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal information we process. Documents and voice recordings are stored in encrypted form in AWS S3. Session tokens are stored in browser sessionStorage and are not persisted beyond your session.

However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure. WE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, OR ANY BUGS, VIRUSES, OR TROJAN HORSES WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY.

10. PRIVACY RIGHTS

Depending on your location, you may have certain rights regarding your personal information, including the right to:

- Access the personal information we hold about you, including AI-generated inferences
- Correct inaccurate or incomplete personal information
- Request deletion of your personal information
- Object to or restrict our processing of your personal information
- Request portability of your personal information
- Withdraw consent at any time where we are relying on consent to process your personal information
- Opt out of the sale or sharing of your personal information (we do not sell or share personal information for advertising purposes)

To exercise any of these rights, please contact us using the contact information provided in Section 15 below. We will respond to your request in accordance with applicable data protection laws. We will not discriminate against you for exercising any of these rights.

11. CALIFORNIA USERS AND RESIDENTS

If you are a California resident, you have specific rights regarding access to your personal information under the California Consumer Privacy Act (CCPA) and California Civil Code Section 1798.83 ("Shine The Light" law).

California residents may request, once per year and free of charge, information about categories of personal information (if any) disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. We do not share personal information with third parties for direct marketing purposes.

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

12. CHILDREN'S PRIVACY

The Services are not directed to individuals under the age of 18. We do not knowingly collect personal information from children under 18. If you become aware that a child has provided us with personal information, please contact us. If we become aware that we have collected personal information from a child under the age of 18 without verification of parental consent, we will take steps to remove that information from our servers.

13. GOVERNING LAW

This Privacy Policy and your use of the Services are governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be entirely performed within the State of Texas, without regard to its conflict of law principles.

The Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

14. DISPUTE RESOLUTION

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of

arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Bexar, Texas.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Bexar, Texas, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above.

15. MODIFICATIONS AND CORRECTIONS

We reserve the right to change, modify, or remove the contents of this Privacy Policy at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information in this Privacy Policy on any particular schedule. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Services.

There may be information in this Privacy Policy that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

16. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services or this Privacy Policy, please contact us at:

Work 4 Workers, Inc

8534 Village Drive, Suite A

San Antonio, TX 78217

United States

Or via our contact form at <https://www.work4workers.com>