

## **CAPX PRIVACY POLICY**

**Effective as of December 12, 2018**

We at CAPX have created this Privacy Policy (the "Privacy Policy") because we know that you care about how information you provide to us is used and shared. This Privacy Policy relates to the information collection and use practices of CAPX in connection with our Site, and the Service we offer through the Site.

BY VISITING OUR SITE, YOU ARE AGREEING TO THE TERMS OF THIS PRIVACY POLICY AND THE ACCOMPANYING TERMS OF SERVICE [www.capx.io/terms](http://www.capx.io/terms), WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF (COLLECTIVELY, THE "AGREEMENT"). IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SITE. BY SIGNING UP FOR, ACCESSING, AND/OR USING OUR SERVICE, EACH USER IS AGREEING TO THE TERMS OF THE AGREEMENT, AS WELL AS THE SUPPLEMENTAL CP AGREEMENT FOR CAPITAL PROVIDERS AND/OR THE SUPPLEMENTAL CS AGREEMENT FOR CAPITAL SEEKERS, AS APPLICABLE, WHICH SHALL BE PROVIDED DURING THE REGISTRATION PROCESS (COLLECTIVELY, THE "SUPPLEMENTAL AGREEMENTS").

Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in our Terms of Service or the Supplemental Agreements, as applicable.

### **The Information We Collect and Receive**

In the course of operating the Site and the Service, we will collect (and/or receive) the following types of information. You hereby authorize us to collect and/or receive such information.

#### 1. Personal Information

During the registration process for the Service, you will be required to provide us with personal information about yourself (collectively, the "Personal Information"). Such Personal Information may include your name, business address, business e-mail address, business phone numbers, employer name, job title, and other identifying information. We do not collect any Personal Information from you when you visit the Site unless you provide us with the Personal Information voluntarily (for example, by commencing the registration process, or sending us an email).

#### 2. Business Information

As a Master User, and in some cases, depending upon your permissions, as a Registered User, you may be required to provide us with information about the Capital Seeker or Capital Provider (each, a "Business") that you represent ("Business Information"). Business Information may include, without limitation, a description of the business conducted by the Business; the relevant industry; the Business's address; the Business's website(s); and the Business's ownership type (public or private).

#### 3. Transaction Information

Depending on your intended use of the Service (as a Capital Seeker or as a Capital Provider), you will also be required to provide us with information about the potential transaction(s) that you are seeking to make via the Service (the "Transaction Information"). In the case of a Capital Seeker, the Transaction Information may include, without limitation, a description of the financing sought; type of capital sought (e.g., line of credit, secured term debt, unsecured term debt); the total amount sought; and other relevant financial information. In the case of a Capital Provider, the Transaction Information may include, without limitation, the Capital Provider's preferences (economic, credit, and otherwise) regarding what type of Transactions would be a good fit for the Capital Provider.

#### 4. Other Information

We or our service providers may collect additional information (collectively, the "Other Information"). Such Other Information may include:

a. From You. Additional information about yourself that you voluntarily provide to us, such as your product and service preferences.

b. From Your Activity. Additional information that we automatically collect when you use the Service, including, without limitation:

- IP address, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or device;
- Browser type and language;
- Referring and exit pages and URLs accessed;
- Date and time of your login or activity on the Site and Service;
- Details regarding your activity on the Site, amount of time spent on the Site, pages viewed, information derived from your User Content, if any, and other performance and usage data.

c. About Your Device

- Type of device;
- Advertising Identifier ("IDFA" or "AdID");
- Operating system and version (e.g., iOS, Android or Windows);
- MAC address;
- Carrier;
- Network type (WiFi, 3G, 4G, LTE); and
- Location information. With your permission, we will collect your device's location

for security and verification purposes. You may turn off this feature through the location settings on your device.

d. From Cookies and Other Technologies. We may use both session cookies, which expire once you close your web browser, and persistent cookies, which stay on your computer until you delete them and other technologies to help us collect data and to enhance your experience with the Service. Cookies are small text files a website can use to recognize a repeat visitor to the website. We may use cookies for various purposes, including to:

- authenticate Registered Users (including Master Users);
- personalize your experience;
- analyze which portions of the Site are visited or used most frequently; and
- measure and optimize advertising and promotional effectiveness.

If you do not want us to deploy cookies in your browser, you can opt out by setting your browser to reject cookies or to notify you when a website tries to put a cookie in your browser software. If you choose to disable cookies in your browser, you can still use the Service, although your ability to use some of the features may be affected.

We may also use clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on Site pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Site to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about usage of our Site. We and our third party service providers also use clear GIFs in HTML emails to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

We also use automated devices and applications, such as Google Analytics, to evaluate usage of our Site. We also may use other analytic means to evaluate our Site. We use these tools to help us improve our Site's performance and user experiences. These entities may use cookies and other tracking technologies, such as web beacons or local storage objects (LSOs), to perform their services. To learn more about Google's privacy practices, please review the Google Privacy Policy at <https://www.google.com/policies/privacy/>. You can also download the Google Analytics Opt-out Browser Add-on to prevent their data from being used by Google Analytics at <https://tools.google.com/dlpage/gaoptout>. We use third parties such as network advertisers to serve advertisements on third-party websites or other media (e.g., social networking platforms). This enables us and these third parties to target advertisements to you for products and services in which you might be interested. Third-party ad network providers, advertisers, sponsors, and/or traffic measurement services may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs and other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you. These third-party cookies and other technologies are governed by each third party's specific privacy policy, not this one. We may provide these third-party advertisers with information, including personal information, about you.

Users in the United States may opt out of many third-party ad networks. For example, you may go to the Digital Advertising Alliance ("DAA") [Consumer Choice Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [DAA companies](#). You may also go to the Network Advertising Initiative ("NAI") [Consumer Opt-Out Page](#) for information about opting out of interest-based advertising and their choices regarding having information used by [NAI members](#).

Opting out from one or more companies listed on the DAA [Consumer Choice Page](#) or the NAI [Consumer Opt-Out Page](#) will opt you out from those companies' delivery of interest-based content or ads to you, but it does not mean you will no longer receive any advertising through our Site or on other websites. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt out on the DAA or NAI websites, your opt out may not be effective. Additional information is available on the DAA's website at [www.aboutads.info](http://www.aboutads.info) or the NAI's website at [www.networkadvertising.org](http://www.networkadvertising.org).

e. From Other Sources. Additional information that we collect or receive from third-party sources in accordance with their privacy policies.

### **How We Use and Share the Information**

We use the Personal Information, Business Information, Transaction Information, and Other Information (collectively, "Information") to provide you with access to the Site and the Service, solicit your feedback, for marketing purposes, including to market our products and services to you, and to improve our services to you. Also, we may share Information as described below, to the extent not prohibited by applicable federal and state laws, rules, and regulations.

- If you are a Capital Seeker, some of your Personal Information, Business Information, and Transaction Information is shared with potential Capital Providers as part of the Services, as is more fully described in the applicable Supplemental Agreement.
- If you are a Capital Provider, we may provide your Information in anonymous, summary format to Capital Seekers with whom you are matched by the Service, as is more fully described in the applicable Supplemental Agreement.
- Following any Introduction, the Capital Seeker's and Capital Provider's identities are revealed to one another as well as certain contact information (such as email addresses and telephone numbers). This gives the Capital Seeker and the Capital Provider an opportunity to negotiate directly, either via the Service portal or outside of the Site by email or phone.

- In an ongoing effort to better understand our users and our Service, we might analyze the Information in individual or aggregate form in order to operate, maintain, manage, customize and improve the Service and to develop new products and services. The aggregate information does not identify you personally. We may share, sell, and/or license the aggregate data with our affiliates, agents, and business partners, and other third parties. We may also disclose aggregated user statistics in order to describe our products and Service to current and prospective business partners and to other third parties for other lawful purposes.
- We may employ other companies and individuals to perform functions on our behalf. Examples may include companies and individuals providing information technology support, data collection services, ID verification, maintaining databases, and customer service. Without limiting the generality of the foregoing, we may share your Information with certain third party identity verification services (such as LexisNexis and Dunn & Bradstreet) to prevent identity fraud as part of the registration process for the Service and to comply with our legal obligations. These third-party companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law. Our contracts with all such third parties require them to protect the confidentiality of the Information we provide to them.
- We may share some or all of your Information with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us.
- As we develop our businesses, we might sell or buy businesses or assets. In the event of an actual or contemplated corporate sale, merger, reorganization, third-party investment, sale of assets, dissolution, or similar event, the Information may be disclosed or part of the transferred assets.
- To the extent permitted by applicable law, we may also disclose the Information when required by law, court order, or other government or law enforcement authority or regulatory agency, or whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of CAPX, our users, or others.

To ensure that our users are maintaining the confidentiality of other users' Information, the Supplemental Agreements contain express confidentiality obligations. In addition to users' consent to the Supplemental Agreements at the time of registration, we require users to affirmatively consent to the confidentiality obligations set forth in the Supplemental Agreements each time they log into the Site.

If we intend to use your Information in any manner that is not consistent with this Privacy Policy, you will be informed of such anticipated use prior to or at the time at which the Information is collected.

### **Sharing of Your Information with Non-Affiliated Third Parties**

We will not share your Personal Information with non-affiliated third parties that may use such information to market to you, without obtaining your opt-in consent. For example, we may offer you a product opportunity that requires us to share your Personal Information with non-affiliated third parties that may use such information to market to you. We will obtain your opt-in consent to such sharing of your Personal Information when we present you with the terms of such offer. If you have opted-in for this kind of sharing, then you may: (i) choose to opt-out of such sharing by contacting us at support@capx.io; or (ii) request certain information regarding our disclosure of such information to such non-affiliated third parties by contacting us at support@capx.io. Further, if you would like to opt-out of our sharing of your Information with our affiliates so that such affiliates can use your Information to market to you, please contact us at support@capx.io.

## **How We Protect Your Information**

We treat the Information we receive as confidential, and only use it and share it as expressly permitted under this Privacy Policy. We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. We maintain physical, electronic, and procedural safeguards to guard non-public personal financial information from unauthorized access, use, and disclosure. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the Information you supply will not be intercepted while being transmitted to and from us over the Internet.

## **Accessing and Modifying Personal Information and Communication Preferences**

You may access, review, and make changes to your Personal Information, Business Information, and Transaction Information by following the instructions on your own profile page, or the Business Profile. In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any CAPX marketing communication. Registered Users (including Master Users) cannot opt out of receiving transactional e-mails or other communications related to their account. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our databases.

## **Important Notice to Non-U.S. Residents**

The Site and our servers are operated in the United States. Please be aware that your Information may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your country of origin. If you are located outside the United States and choose to use the Site and/or Service, you do so at your own risk.

## **Children**

We do not knowingly collect Personal Information from children under the age of 13 through the Service. If you are under 13, please do not give us any Personal Information. We encourage parents and legal guardians to monitor their children’s Internet usage and to help enforce our Privacy Policy by instructing their children to never provide Personal Information through the Service without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Information to us, please contact us, and we will endeavor to delete that information from our databases.

## **California Residents**

Under California Civil Code Section 1798.83, California residents who have an established business relationship with CAPX may choose to opt out of our sharing your Personal Information with third parties for those third parties own direct marketing purposes. If you are a California resident and (1) you wish to opt out; or (2) you wish to request certain information regarding our disclosure of your Personal Information to third parties for the direct marketing purposes, please send an e-mail to support@capx.io.

In addition, CAPX does not monitor, recognize, or honor any opt-out or do not track mechanisms, including general web browser “Do Not Track” settings and/or signals.

## **External Websites**

The Service may contain links to third-party websites. CAPX has no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

### **Changes to This Privacy Policy**

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time, and will post any changes on the Service as soon as they go into effect. By accessing visiting the Site or using the Service after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please refer back to this Privacy Policy on a regular basis.

### **How to Contact Us**

If you have questions about this Privacy Policy, please e-mail us at [support@capx.io](mailto:support@capx.io).