

DEBITIZE PRIVACY POLICY

Last Updated: October 26, 2018

Please remember that your use of Debitize's Services is at all times subject to the Terms of Use, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use. By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby consent that we will collect, use, and share your Personal Information in the following ways. If you do not agree with any term in this Privacy Statement, please do not provide us your Personal Information or use the Services.

"Personal information" is information that identifies you and is associated with a specific person. Personal information does not include information that is anonymous, aggregated, or is no longer identifiable to a specific person. This Privacy Policy covers our treatment of your Personal Information that we collect when you access or use the Services, but it does not cover the practices of companies we do not control or people we do not manage.

What type of information do we collect?

We collect information from a variety of sources, including information provided by you, information we collect when you use the Website or the Services, and information about you that we receive from third-party sources. Information that we collect includes, but is not limited to, the following:

Information that you provide, including:

- Registration information: including your email and password.
- Identification information: such as your name, address, and phone number.
- Credit card information: including your account number, balance information, and transaction history.
- Information necessary to verify your identity: such as the last four digits of your social security number, birthdate, and a copy of your photo identification.
- Other information: We may request or receive other information from you, such as feedback, questions, comments, suggestions, or ideas related to the Website or

the Services. Where we ask for such information, you will be given the opportunity to respond or you may decline to do so.

Information about your transactions:

- We may collect Personal Information about your transactions with us and others.

Information about you from third parties:

- We may also obtain Personal Information from third parties. For example, when you link a Bank Account or Credit Card Account to the Services, we may collect data about these accounts from a third party service provider whom we use to access your account information. This data may include, but is not limited to, bank names, account numbers, routing numbers, balances, and transaction details.

Personal Information automatically collected.

- We, or service providers acting on our behalf, may also collect Personal Information about your use of the Services automatically. This includes Personal Information saved when you visit our Website or use our application or Services, computer browser type, pages visited, average time spent on our Website, IP address, unique identifier of the device, operating system version and app version.
- When you use the Debitize mobile application or mobile versions of our Website, we may collect the unique device identifier assigned to that device by phone makers, carriers, or makers of the operating system (the "Device ID"). Device IDs allow app developers, advertisers, and others to uniquely identify your device for purposes of storing application preferences and other data. We may also use your Device ID for security purposes, for example to monitor suspicious activity.

Please note that we do not store your login credentials, including your username and password, for any Bank Account or Credit Card Account that you link to the Services. This information is used once to connect your accounts, and is then deleted. However, this information may be stored by a third party service provider whose privacy policy can be found [here](#).

You can opt not to disclose information to us, but please be aware that we may not be able to provide you with the Services or with certain features without the information we ask you to provide.

Information Collected Through Cookies and Similar Technologies

To enhance your experience using our Services, we may collect information about your online activity by placing small data files on your computer or other device. These data files may be in the form of cookies, beacons, pixel tags, local shared objects, or other similar technologies. These technologies enable us recognize when you return to the Website so we can customize your visit. These technologies may also allow us to store

and manage your settings and preferences, as well as to analyze how you use our Website, whether you open our emails or click on links within them, how you respond to any targeted product offerings, and to help us improve our products, services, and security.

Most browsers accept and maintain cookies by default, but will provide you with the ability to disable these technologies. If you choose to reject cookies or similar technologies, some Services may not be available or some functionality may be limited or unavailable. Consult your browser's help pages for assistance in changing these settings.

We use Google Analytics to help analyze usage of our Website and Services. Google Analytics uses cookies to collect information such as how often users visit the Services, what pages they visit, and what other sites they used prior to coming to the Service. We use the information we get from Google Analytics to improve our Service. Google Analytics collects the IP address assigned to you on the date you visit the Service, but not your name or other personally identifying information. We do not combine the information generated through the use of Google Analytics with your Personal Information. Although Google Analytics plants a persistent Cookie on your web browser to identify you as a unique user the next time you visit the Service, the Cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to the Service is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You may opt-out from Google Analytics by visiting <https://tools.google.com/dlpage/gaoptout/>.

How does Debitize use your Personal Information?

We may use the Personal Information that we collect for a variety of reasons related to our operation and your use of the Website and the Services. We may combine Personal Information about you that we collect online, via the Debitize mobile application, and from third-party sources. Examples of specific ways in which Debitize might use your Personal Information include, but are not limited to, the following:

- fulfilling your requests for certain products and Services;
- responding to your inquiries about our Services;
- analyzing Website usage to improve the Services;
- alerting you to software compatibility issues and to improve our web design and functionality;
- delivering to you any administrative notices or alerts and communications relevant to your use of the Services;

- offering you other products, programs, or services that we believe may be of interest to you;
- performing market research, project planning, product development, troubleshooting problems, analysis of user behavior, marketing and promotions;
- detecting and protect against errors, fraud, or other criminal activity;
- enforcing our Terms of Service and as otherwise set forth in this Privacy Policy; and
- in connection with a merger, sale, of substantially all of our assets, or corporate reorganization.

In order to allow you to use certain Services, we may be required to verify your identity. To do so, we may, directly or through third parties, verify information you provide against third party databases or through other sources. We may also use your information to verify your identity in the event you contact us for assistance with the Website or Services.

We may use information you provide about your Bank Account to verify the existence of such account and to initiate ACH transfers to your Debitize Account in connection with the Services.

We may use the information you provide about your Credit Card Account(s) to verify the existence of such account(s) and to ensure payments made by Debitize on behalf of you post to your account(s).

Disclosure of Personal Information to Third Parties

We will not, without your permission, sell, publish, or share your Personal Information to anyone, except as described in this section.

We may share certain Personal Information, including your Bank Account and Credit Card Account numbers, with credit card issuers in order to pay your credit card bills in connection with the Services.

If you joined Debitize as part of a program with one of our strategic lending partners with whom you already have a customer relationship, we may share some high level usage data with that strategic partner so that we can track the impact Debitize has on borrowers' payment history and credit scores. Any such information will be subject to the same existing privacy policy in place between you and the strategic partner.

We may share certain Personal Information with third parties that perform functions on our behalf, to enable these third parties to assist in fulfilling the requests you make or the transactions you conduct using the Services. Third parties with whom we share

information include, for example, an account aggregator that helps us access your transactions and balance information, and an ACH payment processor to help us transfer funds from your Bank Account to your Debitize Account as part of the Services. None of these third parties have the right to use your Personal Information beyond what is necessary to help us provide the Services.

We reserve the right, in our sole discretion, to share or disclose your Personal Information with law enforcement, government officials, and other third parties:

- to respond to subpoenas, court orders, or legal obligations;
- in order to investigate, prevent, defend against, or take other action regarding violations of our Terms of Service, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, Website or Services;
- to respond to claims that any posting or other content violates the rights of third parties;
- in an emergency, to protect the health and safety of our Website users or the general public;
- if some or all of our business assets are sold or transferred, we may transfer the corresponding information regarding our users;
- If any bankruptcy or reorganization proceeding is brought by or against us, all user information may be considered an assets of ours and as such, may be sold or transferred to third parties; or
- as otherwise required by any applicable law.

We may share your Personal Information with other third parties with your consent or instructions to do so.

We may share with third parties or make available anonymous or aggregate information that cannot be used to identify you individually.

We may display separate products and services offered by third parties on the Website or through the Services. These third party offers may be personalized based on information you provide to us or we have collected about you. If you choose to use these separate products and services, we will not provide the third parties with any of your Personal Information without your prior consent. However, any information you provide to such third party directly, or information they collect about you, will be subject to the applicable third party's own privacy policy and terms of service. You should review the policies of the third party before deciding to provide them with any information.

Protection of your Personal Information

We take the security of your information seriously. We use technical, physical and administrative security measures to maintain the security of your Personal Information. These include, but not limited to, firewalls, encryption techniques, and authentication procedures,

Your account and information is protected by a password for your privacy and security. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password, and by promptly signing off after you have finished accessing your account.

We strive to protect the privacy of your accounts but unfortunately, we cannot guarantee complete security. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

Accessing and Updating Your Personal Information

You may access, review, and update the contact or account information that you have provided to us by accessing the Website or Services, or by emailing us at support@debitize.com.

You may also request that we delete your account at any time. In this case, we will use commercially reasonable efforts to remove your information, although some Personal Information may be retained.

Blogs and other public forums

We may offer bulletin boards, blogs, chat rooms, message boards, a Facebook page, or similar public forums where you can communicate with us or other users. Any information that you submit or post to these blogs or other forums could be viewed by other viewers or may otherwise be publically available. If you choose to post any information on these forums, Debitize will not be responsible for the privacy and security of this information. If you would like to request removal of your information from our blogs or other forums, please contact us by email at support@debitize.com with a detailed explanation and we will let you know if we are able to delete your Personal Information. However, we will not be able to control third parties that may have accessed information that you posted before we are able to delete it.

Children and Minors

Our Website and Services are not intended for children under the age of 13, nor are they intended to be used by persons who are not of a legal age to form a binding contract with us. We do not knowingly collect Personal Information from these individuals. If you are under 13, please do not attempt to register for the Services or send any Personal Information about yourself to us. If we learn that we have collected Personal Information from a child under age 13, we will delete that information as quickly as possible.

Changes to this Privacy Policy

We may update this Privacy Policy periodically. Changes are effective immediately upon posting. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

California Do Not Track Disclosures

Do Not Track (“DNT”) is an optional browser setting that allows you to express your preferences regarding tracking across websites. We currently do not respond to DNT signals. We may continue to collect information in the manner described in this Privacy Policy from web browsers that have enabled DNT signals or similar mechanisms.

Text/SMS Message Opt-Out

If you choose, you can provide your mobile phone number to receive text message alerts containing transaction information that may be sent using automated dialing systems (“Text Messages”), and your election to receive Text Messages is not otherwise required to use the Services. You agree that by providing your wireless telephone number you expressly consent to receive automated marketing text messages from us to the mobile number provided. There is no fee to receive Text Messages, however, your mobile service provider may charge you for sending and/or receiving text messages and air-time, as well as any other standard applicable rates charged by your mobile service provider. Message and data rates will apply and you should check the rates of your telephone carrier. You can opt-out from further text marketing communications by texting STOP to the SMS number used by Debitize to contact you.

You acknowledge that Text Messages are distributed via third party mobile network providers and, therefore, we cannot control certain factors relating to message delivery. You acknowledge that, depending on your mobile provider service, it may not be possible to transmit the Text Message to you successfully; nor is content available on all carriers. We do not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures.

California Residents

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our customers who are California residents to request and obtain from us once a year,

free of charge, information about the Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to support@debitize.com. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. Please be aware that not all information sharing is covered by the California Privacy Rights requirements and only information on covered sharing will be included in our response.

Questions

If you have any questions or concerns regarding this Privacy Policy or security practices, please contact at:

Email: support@debitize.com

Mail: Debitize Inc., 274 1st Avenue, Suite 12H, New York, NY 10009

Telephone: (646) 801-4130