

ChargeAfter Privacy Policy

Last Revised: July 12, 2018

ChargeAfter Ltd., ChargeAfter, Inc. and their affiliates (“**ChargeAfter**” or “**we**”) respect the privacy of our users (“**User**” or “**you**”) and are committed to protect our Users’ information. We believe that you have a right to know our practices regarding the information we may collect and use when you use our Services. The term “**Services**” refers to our SaaS-based software platform that enables merchants to interact with finance companies for purposes of offering point of sale financing to its customers.

1. Your consent

By using the Services and/or by submitting any application for financing offers via the Services (an “**Application**”), or any portion thereof, you agree to the terms and conditions set forth in this Privacy Policy, including to the collection, processing and transfer of your Personal Information (as defined below). **IF YOU DO NOT AGREE TO ANY TERM PROVIDED HEREIN, YOU MAY NOT ACCESS OR USE THE SERVICES.**

2. Information we may collect about our Users

We may collect two types of data and information about our Users:

2.1 Non-personal Information. The first type is non-identifiable and anonymous information (“**Non-Personal Information**”). To put it simply, we do not know the identity of the User from which we have collected the Non-personal Information, unless it is cross-referenced with Personal Information. Non-personal Information which we may gather, consists of technical information and behavioral information. For example, technical information may include information such as the type and version of your device and its operating system, the type of browser, screen resolution, device browser and keyboard language, and so on. Behavioral information may include the User’s click-stream on the Services, the activities of the User on the Services, including information pertaining to activities made by the User and additional information of a similar nature.

2.2 Personal Information. The other type of information we may collect is individually identifiable information (“**Personal Information**”). To put it simply, this information may identify an individual or may be a private and/or sensitive nature such as first and last name, home address, zip code, email address, telephone number, social security number, date of birth, personal income, occupation, and any other information that you submit into the Application. Whenever you interact with our Services, we may also automatically receive and record information on our server logs from your browser or device, which may include IP address, geolocation data, device identification, “cookie” information, the type of browser and/or device you are using to access our Services, and the page or feature you requested.

1. By submitting any information in an Application, you represent and warrant to ChargeAfter that all such information is accurate, complete, full and not misleading

2. *Please note: you are not obligated to provide us with any Personal Information by law. You hereby agree and acknowledge that you are providing us with Personal*

Information of your own free will, for the purpose of allowing us to provide you with the Services, and that we may keep such Personal Information in a database which will be maintained, and, if required, registered in accordance with applicable laws and regulations.

3. How do we collect information about our Users?

There are three main methods we use to collect information:

- (a) **Information that you provide to us when submitting an Application.**
- (b) **We may collect information while you access or use the Services. In other words, when you access or use the Services we are aware of your usage of the Services, and may gather, collect and record the information relating to such usage.**
- (c) **We may collect information from the device from which you choose to use the Services. Such information may either be collected automatically or subject to your authorization, as determined by, and in accordance with, your device operating system's characteristics, features or settings. If you are accessing the Services through a web browser, we may place cookies (as further described below) on your device used to access the Services that track Users' activities after they leave the Services and that store information about your use of the Services to improve your future experiences.**

4. What are the purposes of the collection of information?

- (a) **Non-personal Information is collected in order to:**
 - Enhance the User's experience on the Services.
 - Learn about the preferences of Users and general trends on the Services (e.g. understand which features are more popular than others).
- (b) **Personal Information is collected in order to:**
 - Enable the overall operation of the Services.
 - Provide your Personal Information to financing providers ("**Finance Providers**") in order to obtain personalized financing offers for you.
 - Personalize your experience on the Services.
 - Provide certain information and services available to registered Users.
 - Identify you when conducting customer service operations (such as providing feedback, etc.).
 - Send you updates, notices, announcements, and additional information related to the Services.
 - Maintaining your ChargeAfter account.

5. Sharing Personal Information with Third Parties

All Personal Information submitted by you in an Application will be provided by us to our Finance

Providers. The Finance Providers may share such information with entities from whom they obtain credit information about you.

In addition, if you submit an Application, we may share Personal Information which you have provided to us previously with our Finance Providers to whom we choose to approach with respect to your new Application.

In addition, if you are a returning customer who has previously used the ChargeAfter Services or submitted an Application, whether on the same merchant's website or store or in a different merchant's website or store, the Services may prefill certain of your information, including Personal Information, into your next Application form. If you do not wish to take advantage of this feature, please contact ChargeAfter at support@chargeafter.com with your request.

ChargeAfter is NOT a lender, but rather provides a technology platform for merchants to provide financing offers to their customers via a network of providers with whom they have contracted. Once you accept a financing offer, you will interact directly with the applicable Finance Provider, your legal relationship will be directly between yourself and the Finance Provider, and will be subject to such Finance Provider's terms and conditions, including its own privacy policy. ChargeAfter does not accept, and expressly disclaims, any responsibility or liability for the actions or inactions of any Finance Provider and/or any Finance Provider terms and conditions and/or privacy policy.

In addition, we may share Personal Information with third parties only in the following cases:

(a) with our affiliates in the ChargeAfter group of companies; (b) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (c) to enforce this Privacy Policy or any other agreement or terms of service between you and ChargeAfter or pursuant to which you received services from ChargeAfter, including investigation of potential violations thereof, and to defend against any claims or demands asserted against us by you or on your behalf; (d) to detect, prevent, or otherwise address fraud, security or technical issues; (e) to respond to claims that any content published on the Services violates any right or endangers the safety of any third-party; (f) to protect the rights, property, or personal safety of ChargeAfter, its Users or the general public; (g) when ChargeAfter is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of the assets of ChargeAfter; (h) in order to supply the services you have requested from ChargeAfter; and (i) to collect, hold and manage your Personal Information through a third party's cloud based services, as reasonable for business purposes, which may be located in countries outside of your jurisdiction.

6. Modifications to or Deletion of Personal Information

If for any reason you wish to delete or modify your Personal Information please send us an e-mail with adequate detail of your request to support@chargeafter.com, and we will make reasonable efforts to modify or delete any such Personal Information pursuant to any applicable privacy laws. Note that unless you instruct us otherwise we may retain your Personal Information for at least three years and for as long as reasonably required for the purposes of which such Personal Information was collected, including without limitation, for purposes of easing your future process application process and use of the Services and for future analytics and analysis, in order to comply with our legal or business requirements or obligations and to resolve disputes or to enforce our terms of use, all as permitted under any applicable privacy laws. Aggregated and/or anonymous information derived from your use of the Services may remain on our servers indefinitely.

7. Promotional Material

You hereby acknowledge and agree that ChargeAfter may use the contact details you provided to ChargeAfter, for the purpose of informing you regarding new products, offers, services and features which may interest you, and to send to you other promotional material, transmitted to the e-mail address you have provided to ChargeAfter in the registration process. You may withdraw your consent by sending a written notice to ChargeAfter by e-mail to the following address: support@chargeafter.com or alternatively following the instructions for removing yourself from the mailing list which are available in the e-mail transmitted to you.

8. Cookies & Local Storage

When you access or use the Services via a web browser, we may use industry-standard technologies such as “cookies” and other tracking technologies, which stores certain information on your device and which will allow us to enable automatic activation of certain features, and improve your Services experience and other capabilities. “Cookies” are identifiers we transfer to your browser or device that allow us to recognize your browser or device and tell us how and when pages and features in our Services are visited and by how many people. We may use this data to customize content for you that we think you might like, based on your usage patterns. We may also use it to improve the Services.

Most devices will allow you to erase cookies from your device’s hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. However, if you block or erase cookies, your experience of the Services may be limited.

Your browser may offer you a “Do Not Track” option, which allows you to signal to operators of websites and web applications and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites.

Our Services do not support Do Not Track requests at this time.

If you click on a link to a third party website or service, a third party may also transmit cookies to you. This Privacy Policy does not cover the use of cookies by any third parties, and we aren’t responsible for their privacy policies and practices. Please be aware that cookies by third parties may also continue to track your activities online even after you have left our Services, and those third parties may not honor “Do Not Track” requests you have set using your browser or device.

9. Security

We take great care in maintaining the security of the Services and your information and in preventing unauthorized access to it through industry standard technologies and internal procedures. However, we do not guarantee that unauthorized access will never occur.

10. Minors

3. The Services are not available for minors under the age of [18], and therefore ChargeAfter does not knowingly collect or process any Personal Information of minors under such age. We encourage parents and guardians to monitor their children’s use of the Internet.

11. Third Party Services

While using the Services you may encounter links to third party websites. In addition, third parties

may provide their own services through the Services. Please be advised that such third party websites and services are independent from the Services, and we assume no responsibility or liability whatsoever with regard to privacy matters or any other legal matter with respect to such third party websites and services. We encourage you to carefully read the privacy policies and the terms of use or service of such third party websites and services.

12. Third Party Software

While using the Services websites we may be using third party software and/or services, in order to collect and/or process the information detailed therein.

Such services may include, without limitation:

- Amazon cloud services, whose privacy policy can be found at: <http://aws.amazon.com/privacy/>;
- Google Analytics, whose privacy policy can be found at: <https://support.google.com/analytics/answer/6004245?hl=en>Hotjar, whose privacy policy can be found at: <https://www.hotjar.com/privacy>

Please read such third party service providers' terms of use and privacy policies to understand their privacy practices. We do not take any responsibility for their compliance.

13. International Data Transfer

We may transfer information collected about you, including Personal Information, to affiliated entities, or to other third parties (as provided herein) across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that we may transfer such information to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to such transfer of information.

14. Changes to the Privacy Policy

The terms of this Privacy Policy will govern the use of the Services and any information collected therein. ChargeAfter reserves the right to change this policy at any time, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Services.

Changes to this Privacy Policy are effective as of the stated “Last Revised” and your continued use of the Services and on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

15. Have any Questions?

If you have any questions (or comments) concerning this Privacy Policy, you are most welcomed to send us an email to the following address: support@chargeafter.com and we will make an effort to reply within a reasonable timeframe.

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