



## PRIVACY POLICY

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Thank you for using [www.vidapay.com](http://www.vidapay.com), VIDAPAY Mobile Application (Apple and Android) or VIDAPAY API (collectively VIDAPAY™ or the “Site”). The Site is operated by T-CETRA LLC, an Ohio limited liability company (“T-CETRA”, “we”, “our”, or “us”). T-CETRA, LLC respects your privacy and the privacy of your customers and will take reasonable steps to protect the information it collects from you.

1. **Scope.** This Privacy Policy (this “Policy”) describes the types of information that we collect from users of the Site (each a “User”) and how we use and handle such information including who we might share it with. This Policy does not apply to any website, product or service of any third-party company even if the website links to (or is linked from) our Site. T-CETRA does not operate or control those websites, products or services and you should always review the privacy practices of any such third-party company before deciding whether to provide any information. You should read this Policy in conjunction with the Site Terms and Conditions of Use.

By accessing or using the Site, you expressly consent and you represent and warrant to us that the end user whose information you submit to us through the Site consents to our collection, use, and retention of the information you submit and other information described in this Policy. If you do not agree with this Policy, delete all Cookies (defined below) from your browser cache after visiting our Site and do not visit or use our Site again. Your continued use of our Site signifies your acceptance of this Policy and any amendments or modifications of the Policy. We reserve the right to change this Policy from time to time.

2. **Information We Collect.** We collect the following information when you use the Site:

(a) **Registration for Use of the Site by You.** When you register for the use of the Site and/or to make payments, we may collect your (a) first and last name; (b) email address, (c) username and password, (d) physical address, (e) corporate identification number, including your company’s name, address and federal identification number, (f) phone number, and (g) payment information (e.g., credit card data), if applicable, so our third-party vendor can process your payments.

(b) **Information about the End User.** When you use the Site to put in data regarding end user’s telephone number porting in or for any other authorized purpose, we may collect the end user’s: (a) first and last name, (b) address, (c) phone number, (d) username and password/or passcode, (e) email account, (f) credit card number, and (g) credit card expiration date and CAV2/CVC/CVV/CID if requested by Carrier. We do not store the end user’s credit card information; however, we may retain authorization codes for the transactions you request.

(c) **User Log-in Attempt Information.** We use our web server to gather information from your browser, including IP address and username to monitor failed login attempts to anticipate and prevent interferences with user access to our Site.

(d) **Tracking Technologies to Gather Technical Usage Information.** We may use tracking technologies such as Cookies and other similar technologies to measure usage. For more information about Cookies and similar technologies that may be used on our Site please review Section 7 of this Policy. We

may also collect and process information about your actual location, using your IP address, GPS, and other methods using sensors in nearby equipment, such as Wi-Fi access points and cell towers.

(e) Device-Specific Information. Your log-in information is automatically reported by your web browser to our server each time you make a request to access a web page and may also be reported when the content of the webpage is downloaded to your browser. When you use the Site, our servers automatically record some of your log-in information (including your web request), your IP address, your browser type, hardware type, browser language, date and time of request, and Cookies, any referring websites/URL's, the number of clicks you implemented on the Site, what pages you viewed and other such information.

The information described in (a) through (d) above is referred to in this Policy as “Personal Information” because it identifies or describes individual or personal aspects about you and/or the end user. The information described in (e) above is referred to in this Policy as “Anonymous Information” because it does not identify or describe individual personal aspects about the user, but nevertheless can be collected based on the user’s use of the Site.

### 3. Use and Retention.

(a) Operate Our Site. We use the information collected to (i) respond to your requests (e.g., for payment processing, registration to our payment portal or porting in end user’s telephone number, etc.); (ii) provide customer service (e.g., to resolve problems with your account/profile or the Site); (iii) improve the Site; (iv) give you information about your account or the end user’s account; and (v) provide you with a safe, efficient, and customized experience

(b) Analyze and Aggregate Non-Personal Information. We use the information collected from you and other Users of the Site to aggregate non-Personal Information and extracted information that does not identify specific Users to: (i) analyze the User’s behavior as it relates to access and log-in attempts; (ii) analyze, operate, develop, correct, enhance, and improve the Site and our services and offerings; (iii) conduct internal studies, analysis, and reports for the purpose of developing, correcting, enhancing, and/or improving our Services and software programs; and (iv) generally publish samples, examples, and information relating to our Services and software programs.

(c) Prevent Fraud. We use information from the Site to prevent, detect, and investigate fraud, security breaches, potentially prohibited or illegal activities, and enforce our Terms of Use.

(d) Communicate with You. We use your information to contact you to maintain the Site, your account, to provide other services requested by you, as described at the time when we collect the information from you, or contact you for other purposes authorized by law.

(e) Providers. We have relationships with various third-party providers to maintain and provide services to us, and do share information with them in order to obtain and maximize the benefit of such services. For instance, third-parties who make our Site available, enhance its functionality, or provide associated services or have access to this information. These third-party providers are all bound by confidentiality agreements that protect the privacy of the Users, must utilize information solely for providing services on our behalf and are bound to keep any Personal Information they receive secure. We do not share, sell, rent or trade information with third-parties for their promotional purposes.

(f) Social Media Features and Widgets. The Site may include social media features and widgets, such as information “share” and interactive features that run on the Site. If you choose to interact with any such features, certain information may be collected by the Site, including, without limitation, your

internet protocol address and the identity of which page you are visiting on the Site, and a Cookie may be necessary to enable the feature to function properly. Such social media features and widgets may be either hosted by a third-party, in which case your interactions with such features are governed by the privacy policy of such third-party, or hosted directly on the Site, in which case your interactions with such features are governed by this Policy and the Terms and Conditions of Use.

(g) Forums and Chats. If you use a forum or other chat tool on the Site, you should be aware that any information you submit there can be read, collected or used by other Users of these forums, and could be used to send you unsolicited messages. We are not responsible for the information you choose to submit in these forums. Such forums may be either hosted by a third-party, in which case your interactions with such features are governed by the privacy policy of such third-party, or hosted directly on the Site, in which case your interactions with such features are governed by this Policy and the Terms of Use.

(h) Advertising. From time to time, we may partner with a third-party to either display advertising on the Site or to manage our advertising on other websites. Our third-party partner may use technologies, such as Cookies, to gather information about your activities on the Site and other websites to provide you advertising based upon your browsing activities and interests.

(i) Compelled Disclosure. We reserve the right to use or disclose information provided by you if required by applicable law or if we reasonably believe that use or disclosure of information provided by you is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process.

4. **Disclosure of Information**. Information collected on the Site may be shared with:

(a) Service Providers and Other Third-Parties. The Personal Information we receive about an end user may be shared with the relevant telecommunications carriers and other Service Providers (“Service Providers”) to enable us to provide the services and products. We, like many businesses, sometimes may also engage other Service Providers to perform certain business-related functions, such as maintaining databases, distributing information, processing transactions, and hosting services. When we engage a Service Provider to provide such business-related functions, we provide them with the information they need to perform such function, and such information may include Personal Information of a user. Service Providers are typically authorized to use such information only as necessary to provide such services to us.

(b) Other Entities with Your Consent. Other third-parties to whom you explicitly ask us to send your or the end user’s information (or about whom you are otherwise explicitly notified and consent to when using a specific service).

(c) Legal and Law Enforcement. Law enforcement, governmental agencies, or authorized third-parties, in response to a verified request relating to a criminal investigation or alleged illegal activity or any other activity that may expose us, you, an end user or any other VIDAPAY™ user to legal liability. In such events, we will only disclose information relevant and necessary to the investigation or inquiry, such as name, city, state, zip code, telephone number, email address, user ID history, IP address, fraud complaints and anything else we may deem relevant to the investigation.

(d) Companies in the Mobile App Industry. If you access the Site through a mobile device, certain browsing information may be automatically shared with carriers, operating systems and platforms operating your mobile device.

(e) **Third-Parties Pursuant to a Subpoena or Other Request.** We may share your information where necessary to comply with law, administrative or civil process, or to enforce the terms of use of the Site or other legal or equitable rights or entitlements, in our sole discretion.

5. **Accessing, Reviewing, and Changing Your Personal Information.** You can review and change your personal information at any time by accessing your account on the Site. You should promptly update your personal information if it changes or becomes inaccurate.

6. **Information Security.** We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of your Personal Information. We only keep collected information for as long as reasonably necessary, and use it only for the purposes for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements. We limit access to Personal Information only to specific employees, contractors and agents who have a reasonable need to come into contact with your information.

We store Personal Information using generally accepted encryption and data-storage technology. We cannot guarantee that any information is totally secure. Even though we review our encryption, data storage and data processing practices and security measures from time to time, third-parties may unlawfully access, intercept or otherwise become aware of Personal Information or private communications. We do not represent or warrant that the Site is protected from such unlawful interception or other harmful events, such as computer viruses, malware, data mining and security or privacy threats. We are not responsible for intercepted information sent via electronic means, including e-mail or e-commerce transactions. You hereby release T-CETRA LLC, and its officers, directors, members, managers, employees, agents and assigns, from any and all claims, costs or expenses arising out of or relating to the use of information intercepted or accessed by third-parties in an unauthorized or unlawful manner.

7. **Tracking Cookies/Web Beacons/Social Media Widgets.** An internet tracking cookie (or HTTP cookie) or web beacon is a small piece of text or code stored on a user's device by a web browser (such as Internet Explorer®, Apple® Safari®, Google® Chrome®, or Mozilla® Firefox®) (collectively, the "Cookies"). Web pages (like those incorporating the Site) use tracking Cookies for authentication, session navigation tracking, and storing site preferences. We use tracking Cookies to better serve you when you return to the Site.

If you do not want to enable the Site to place tracking Cookies on your computer, you can adjust your web browser's security settings to block tracking cookie placement. You can also adjust your web browser settings to notify you when your computer receives a tracking cookie, which gives you a chance to decide whether or not to accept the tracking cookie before it is placed on your device. If you decide not to accept a tracking cookie from the Site, you may not be able to use all of the features of the Site.

8. **Third-Party Site Links.** We may provide HTML links to third-party websites. We are not affiliated with third-parties to whom we provide such links, and we are not responsible for the content, accuracy or privacy practices of the websites to which such HTML links are directed. This Policy applies only to the Site and not to any third-party web pages or domains operated by third-parties. As a general rule, you should always consider checking the privacy policies of third-party websites before submitting Personal Information to such websites.

9. **Governing Law; Individual Nature of Claims.** This Policy is governed by and interpreted pursuant to the law of the State of Ohio, in the United States of America. If any dispute arises in connection with your use of the Site, the arbitration tribunals and courts of Franklin County, Ohio, United States of America, shall have exclusive jurisdiction and venue over such dispute. Visitors or users of the Site who

are subject to the jurisdiction of countries other than the United States of America must not submit information of any kind to or through the Site, and waive all liability of T-CETRA and its managers, officers, employees, affiliates, successors and assigns with respect to submission of such information. Users of the Site further agree that any claim against us or our affiliates is personal to the user, and any such claim shall only be resolved by an individual arbitration, and shall in no event be brought as a class arbitration, a class action, or any other representative proceeding. The arbitrator may only conduct an individual arbitration, and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding. **ALL USERS OF THE SITE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WHETHER IN ARBITRATION OR IN COURT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.**

10. **Changes to this Policy.** We reserve the right to change this Policy at any time. If we change this Policy, we will adjust the "Last Modified" date at the bottom of this Policy and post such changed Policy on the Site. For this reason, you should check the Policy each time you use or visit the Site to keep informed of any changes to the Policy. Your continued use of the Site after such change will constitute your: (a) acknowledgment of the modified Policy; and (b) your agreement to abide and be bound by that Policy.

11. **Contact Us.** If you have any questions, you may contact us at 1-877-956-2359, or using the contact us form on the Site.

12. **Acceptance.** By accessing and/or using the Site, you signify your acceptance of this Policy. If you do not agree to this Policy and the Terms and Conditions hereof, you should not access or use the Site. Your continued access and/or use of the Site following the posting of modifications, amendments or changes to this Policy will be deemed your acceptance of those modifications, amendments or changes.

Last Modified: March 11, 2021.