

## PRIVACY POLICY

- 1. Scope.** This Privacy Policy forms part of Masterefile's User Terms and Conditions and describes how We handle Your personal information for services we provide on WISER BROKER's websites, tools, applications and services. It applies generally to the WISER BROKER website and other related websites where this policy appears in the footer of the page. The policy that applies on any of our domains and/or subdomains is always the policy that appears in the footer of each website. By accepting the Privacy Policy and the User Terms and Conditions upon registration and sign-n, You expressly consent to our collection, storage, use and disclosure of Your personal information as described in this Privacy Policy. This Privacy Policy is effective upon acceptance for new users and is otherwise effective on January 1, 2015.
- 2. Data Collection.** You can browse our sites without telling us who You are or revealing any personal information about Yourself. Once You give us Your personal information, You are not anonymous to us. If You choose to provide us with personal information, You consent to the transfer and storage of that information on our servers located in the United States and other countries. We may collect and store the following personal information:
  - 2.1 email address, phone number, physical contact information, and (depending on the service used) sometimes financial information, such as credit card or bank account numbers;
  - 2.2 correspondence through our sites and correspondence sent to us;
  - 2.3 other information from Your interaction with our sites, services, content, including device ID, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information;
  - 2.4 additional information we ask You to submit to authenticate Yourself or if we believe You are violating site policies (for example, we may ask You to send us information to verify Your address, or to answer additional questions online to help verify Your identity or ownership of an item You list);
  - 2.5 information from other companies, such as demographic and navigation data;
  - 2.6 other supplemental information from third parties (for example, if You incur a debt to Masterefile, we will generally conduct a credit check by obtaining additional information about You from a credit bureau, as permitted by law).
- 3. Marketing.** We don't sell or rent Your personal information to third parties. We may combine Your information with information we collect from other companies and use it to improve and personalize our services, content and advertising.
- 4. Use.** Our primary purpose in collecting personal information is to provide You with a safe, smooth, efficient, and customized experience. You agree that we may use Your personal information to:
  - 4.1 provide the services and customer support You request;
  - 4.2 resolve disputes, collect fees, and troubleshoot problems;
  - 4.3 prevent, detect, and investigate potentially prohibited or illegal activities and enforce our User Terms and Conditions;
  - 4.4 customize, measure and improve our services, content and advertising;
  - 4.5 tell You about our services and those of our corporate family, deliver targeted marketing, service updates and promotional offers;

- 4.6 compare information for accuracy and verify it with third parties;
  - 4.7 send autodialed and prerecorded messages regarding transactions and fee collections to the telephone numbers (including wireless and cellular) You have provided us; and
  - 4.8 other uses as described when we collect the information.
- 5. The Disclosure of Your Information.** We may disclose personal information to respond to legal requirements, enforce our policies, respond to claims that a listing or other content violates the rights of others, or protect anyone's rights, property, or safety. Such information will be disclosed in accordance with applicable laws and regulations. We may also share Your personal information with:
- 5.1 Members of the Masterefile corporate family to provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of our policies and to guide decisions about their products, services and communications. Members of our corporate family will use this information to send You marketing communications only if You've requested their services.
  - 5.2 Service providers under contract who help with our business operations.
  - 5.3 Other third parties to whom You explicitly ask us to send Your information (or about whom You are otherwise explicitly notified and consent to when using a specific service).
  - 5.4 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, or any other Masterefile user to legal liability. In such events, we will disclose information relevant to the investigation, 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.
  - 5.5 Other business entities, should we plan to merge with or be acquired by that business entity. (Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to Your personal information. If Your personal information will be used contrary to this policy, You will receive prior notice.)

Without limiting the above, in an effort to respect Your privacy and our ability to keep the community free from bad actors, we will not otherwise disclose Your personal information to law enforcement, other government officials, or other third parties without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss or to report suspected illegal activity.

- 6. Shared Information on WISER BROKER.** Your User ID is displayed throughout WISER BROKER and is connected to all of Your WISER BROKER activity. If You access our sites from a shared computer or a computer in an internet café, certain information about You, such as Your User ID, activity or reminders

from WISER BROKER, may also be visible to other individuals who use the computer after You. Be mindful of this when using public computers.

- 7. Use of Information from WISER BROKER.** WISER BROKER enables You to share personal and financial information to complete payment for the WISER BROKER Subscription.
- 8. Cookie Usage** We use "cookies" (small files placed on Your hard drive) on certain of our pages to help analyze our web page flow; customize our services, content and advertising; measure promotional effectiveness, and promote trust and safety. A few important things You should know about cookies are that:
  - We offer certain features that are available only through the use of cookies.
  - We use cookies to help identify You and maintain Your signed-in status.
  - Most cookies are "session cookies," meaning that they are automatically deleted from Your hard drive at the end of a session.
  - You are always free to decline our cookies if Your browser permits, although doing so may interfere with Your use of some of our sites or services.
  - You may encounter cookies from third parties on certain pages of the sites that we do not control. (For example, if You view a web page created by another user, there may be a cookie placed by that web page.)
- 9. No Spam, Spyware or Spoofing.** We and our users do not tolerate spam. Make sure to set Your WISER BROKER communication preferences so we communicate to You as You prefer. Unless You are a broker or a broker's authorized user, You are not allowed to add other WISER BROKER users. To report WISER BROKER related spam or spoof emails to Masterefile, please forward the email to support@WISER BROKER.com. You may not use our communication tools to send spam or otherwise send content that would violate our User Terms and Conditions. We do not rent or sell any of our customers' email addresses.
- 10. Account Protection.** Your password is the key to access Your account. Use unique numbers, letters and special characters, and do not disclose Your WISER BROKER password to anyone. If You do share Your password or Your personal information with others, remember that You are responsible for all actions taken in the name of Your account. If You lose control of Your password, You may lose substantial control over Your personal information and may be subject to legally binding actions taken on Your behalf. Therefore, if Your password has been compromised for any reason, You should immediately change Your password.
- 11. Accessing, Reviewing and Changing Your Personal Information.** You can see, review and change most of Your personal information by signing-in to WISER BROKER. We will not modify Your personal information because it is encrypted and we have not access to it. You must promptly update Your personal information if it changes or is inaccurate. Upon Your request, we will close Your account and remove Your personal information from view as soon as reasonably possible, based on Your account activity and in accordance with applicable law. We do retain personal information from closed accounts to comply with law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any

investigations, enforce our Masterefile User Terms and Conditions and take other actions otherwise permitted by law.

- 12. Security.** Your information is stored on servers located in the United States. We treat data as an asset that must be protected and use lots of tools (encryption, passwords, physical security, etc.) to protect Your personal information against unauthorized access and disclosure. However, as You probably know, third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse Your personal information that they collect from the site. Therefore, although we work very hard to protect Your privacy, we do not promise and You should not expect, that Your personal information or private communications will always remain private.
- 13. Third Parties.** Except as otherwise expressly included in this Privacy Policy, this document addresses only the use and disclosure of information we collect from You. If You disclose Your information to others, different rules may apply to their use or disclosure of the information You disclose to them. Masterefile does not control the privacy policies of third parties, and You are subject to the privacy policies of those third parties where applicable. We encourage You to ask questions before You disclose Your personal information to others.
- 14. General.** We may amend this Privacy Policy at any time by posting the amended terms on this site. All amended terms automatically take effect 30 days after they are initially posted on the site. If Your questions are not answered online, You may write to us at: Masterefile, LLC Attn: Legal - Privacy Practices, by using the contact us form found on our site.