

# T-CETRA, LLC

## PRIVACY POLICY

V.2

Thank you for using [www.tcetra.com](http://www.tcetra.com), [www.tcetrafoundation.org](http://www.tcetrafoundation.org) and/or [www.tcetra.co](http://www.tcetra.co) (collectively the “Sites”). The Sites are operated by T-CETRA, LLC, an Ohio limited liability company. T-CETRA, LLC (“T-CETRA”, “we”, “our”, or “us”) respects your privacy and is committed to protecting 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 Sites (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 Sites. 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.

By accessing or using the Site, you expressly consent to this Policy. If you do not agree with this Policy, delete all Cookies (defined below) from your browser cache after visiting our Sites and you should not access, visit or use our Sites again. Your continued use of our Sites signifies your acceptance of this Policy and any amendments or notifications of this Policy. We reserve the right to change this Policy from time to time.

2. **Information We Collect.** The type and nature of the information we may collect from you when you visit, access or use the Site includes, without limitation, the following: (a) personal identifying information voluntarily provided by you when you sign up to contact us, including, without limitation, your name, phone number, mailing address or email address (collectively, the “Personal Information”); (b) service communications that are reported to us about the operation of the Site; (c) technical information, including, without limitation, your browser or domain name, your internet protocol address, the name of the web page from which you entered the Sites, the locations you visit within the Sites, the amount of time you spend on each page of the Sites, the type of computer used to access the Site, information relating to your means of connecting to the Sites (e.g., the operating system used, the internet service provider used, and other similar information) and other information acquired through the use of Cookies (as defined herein below); and (d) other content that is collected from or stored by you on the Sites, including, without limitation, any information you may provide. Additionally, when you contact us for support or other client service requests, we may create and maintain support records related to the requests, including any information provided by you related to such support or service requests.

3. **Use and Retention.**

(a) **Operate Our Sites.** We use the information collected from you and other users of the Sites to operate the Sites and provide the Services to our clients. In this respect, our use of the information includes, without limitation: (i) responding to our clients’ requests; (ii) providing client service (e.g., resolving problems with our clients’ accounts or the Sites, responding to requests for information about our products); (iii) improving the Site; and (iv) collecting information about your interest in working with us and other career related information of Users.

(b) **Analyze and Aggregate Non-Personal Information.** We use the information collected from you and other users of the Sites 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 Sites 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) Communicate with You. We use the information collected from you (including, without limitation, your Personal Information) to contact you to respond to your inquiry, consider you for a career opportunity and for other purposes authorized by law.

(d) 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 Sites 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.

(e) Social Media Features and Widgets. The Sites may include social media features and widgets, such as information “share” and interactive features that run on the Sites. If you choose to interact with any such features, certain information may be collected by the Sites, including, without limitation, your internet protocol address and the identity of which page you are visiting on the Sites, 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 Sites, in which case your interactions with such features are governed by this Policy and the Terms and Conditions of Use.

(f) Forums and Chats. If you use a forum or other chat tool on the Sites, 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 Sites, in which case your interactions with such features are governed by this Policy and the Terms of Use.

(g) Advertising. From time to time, we may partner with a third party to either display advertising on the Sites 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.

(h) 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. Except as provided below, we will not sell, rent, trade or otherwise transfer any collected information to any third party without your explicit permission, unless we are obliged to do so under applicable laws or by order of the competent authorities. We may share your information with our affiliates and other website providers (e.g., email notification and/or payment processing websites as applicable to your registration) which are providing websites relating to your use of the Sites. The registration information that you provide to us may be sent to those providers in order to deliver their

websites. Similarly, information that you provide to those providers may be sent to us in order to operate the Sites.

As we continue to develop our business, we may buy or sell subsidiaries or business interests. In such transactions, as well as in the event all or substantially all of our assets are acquired by a third party, information of our Users will generally be one of the transferred business assets. We reserve the right to include your information, collected as an asset, in any such transfer to a third party. The use of any information by a third-party transferee shall continue to be subject to applicable law. In the event of any such transfer, notice will be posted, and you may elect to discontinue your use of the Sites and/or request removal of your information.

We reserve the right to access, use, preserve or disclose any information we have access to if we have a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request; (b) enforce our contractual agreements, including, without limitation, investigation of potential violations; (c) detect, prevent, or otherwise address fraud, security or technical issues; or (d) protect against imminent harm to the rights, property or safety of us, the Users or the public as required or permitted by law.

5. **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®) ("Cookies"). Web pages (like those incorporating the Sites) 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 Sites.

If you do not want to enable the Sites 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 Sites, you may not be able to use all of the features of the Sites.

6. **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 Sites 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.

7. **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 Sites, 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 Sites 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 Sites, 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 Sites 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 SITES 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.**

8. **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 Sites. For this reason, you should check the Policy each time you use or visit the Sites to keep informed of any changes to the Policy. Your continued use of the Sites after such change will constitute your: (a) acknowledgment of the modified Policy; and (b) your agreement to abide and be bound by that Policy.

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

10. **Acceptance.** By accessing and/or using the Sites, 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 Sites. Your continued access and/or use of the Sites following the posting of modifications, amendments or changes to this Policy will be deemed your acceptance of those modifications, amendments or changes.

Last Modified: May 4, 2021.