



PeakEquity Partners Privacy Policy

Last Updated 08/27/2020

This Privacy Policy applies to your access and use of all the PeakEquity Partners (“PeakEquity”) website, located at <http://www.PeakEquity.com/> (the “Site”), and is incorporated into and is subject to the PeakEquity Terms of Use (the “Terms”). Capitalized terms that are not defined in the Privacy Policy have the meaning given to them in the Terms.

This Privacy Policy only applies to information collected on the Site and is not intended to fully describe the privacy policies of PeakEquity. It describes the information that we gather from you, how we use and disclose your information, and the steps we take to protect your information. By using the Site, you consent to the privacy practices described in this Policy.

The Site is hosted in the United States and is intended solely for visitors located within the United States. You agree that if you choose to access the Site from outside the United States, you will be transferring your information outside of those regions to the United States for storage and processing.

The information that we collect:

- **Personal Information**

Generally, you can visit the Site without telling us who you are or revealing any Personal Information (when we use the term “Personal Information,” we mean information that can be associated with a specific person and can be used to identify that person, such as your name, e-mail address, mailing address, mobile phone number, age, gender, date of birth).

- **Cookies Information**

When you use the Site, we may send one or more Cookies (which are small text files containing a string of alphanumeric characters) to your computer or mobile device, to help analyze our web page flow, customize our content, measure promotional effectiveness, and promote trust and safety. You are always free to decline our cookies if your browser permits, although doing so may interfere with your ability to use the Site or certain features of the Site. We may also use Google Analytics or a similar service that uses Cookies to help us analyze how users use the Site.

- **Automatically Collected Information**

When you visit the Site, we may automatically receive and record certain information from your computer, web browser and/or mobile device, including your IP address or other device address or ID, web browser and/or device type, hardware and software settings and configurations, the web pages or sites that you visit just before or just after



visiting the Site, the pages you view on the Site, and the dates and times that you visit, access, or use the Site. When you use the Site on a mobile device, we may also collect the physical location of your device by, for example, using satellite, cell phone tower or wireless local area network signals.

How we use the information we collect:

- We use non-identifying information about your use of the Site to understand and analyze the usages trends and preferences of our users, to improve the Site, and to improve fraud detection and information security.
- We may use your e-mail address or other Personal Information to contact you for administrative purposes such as customer service, and/or to send you promotional materials. Generally, you can opt-out of receiving promotional communications, through links provided in the messages or by contacting us directly at info@peakequity.com
- Although your changes are reflected promptly in active user databases, we may retain all information you submit for a variety of purposes, including backups and archiving, prevention of fraud and abuse, and analytics.
- We may use Cookies Information and Automatically Collected Information to: (a) provide customized content and information; (b) monitor and analyze the effectiveness of the Site; and (c) monitor aggregate site usage metrics such as total number of visitors and pages viewed.

When we disclose information:

- We may disclose your information if required to do so by law or in the good-faith belief that such action is necessary to comply with state and federal laws, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement activity.
- We work with third party service providers to provide website development, hosting, data storage, maintenance, and other services for us. To the extent it is necessary for these third party service providers to complete their contractual obligations to us, these third parties may have access to or process your information.
- We make certain information available to third parties, to comply with various reporting obligations, and for business or marketing purposes. When possible, we provide this information in a de-identified way.

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- We reserve the right to disclose your information when we have a good faith belief that doing so is appropriate or necessary to take precautions against liability; to protect PeakEquity from fraudulent, abusive, or unlawful uses or activity; to investigate and defend ourselves against any third party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of the Site; or to protect the rights, property, or personal safety of PeakEquity, our partners, or others.
- In the event PeakEquity were to be engaged in or contemplating a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy, PeakEquity may transfer or assign the information that we have collected from users.

Our Commitment to Data Security:

We use certain physical, managerial, and technical safeguards that are designed to protect the integrity and security of your information. We retain information as long as it is reasonably necessary and relevant for our operations, and/or to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, or enforce our Terms or other agreements.

We cannot ensure or warrant the security of any information you transmit to us through the Site, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. No security measures are perfect or impenetrable. We cannot control the actions of other users or other third parties with whom you may choose to share your information. Therefore, we cannot and do not guarantee that information you provide through the Site will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the Site. Even after removal, copies of information that you have posted may remain viewable in cached and archived pages or if other users have copied or stored such information.

Limitation of Liability:

By accessing this Site and/or providing us with Personal Information and other data, you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of such information. In addition, while we take efforts to ensure the proper and appropriate use of data by our service providers that may receive your information from us, we are not responsible for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your information caused by those service providers.



Changes and Updates to this Privacy Policy:

We reserve the right to make changes to this Privacy Policy at any time. We will notify you about significant changes in the way we treat your information, including by placing a prominent notice on the Site or by sending you an email so that you can choose whether to continue using the Site. Material modifications are effective 30 calendar days after our initial notification or upon your acceptance of the modified Terms. Immaterial modifications are effective upon posting of the updated Privacy Policy or Terms of Service on the Site. Please revisit this page periodically to stay aware of any changes to this Privacy Policy. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Privacy Policy in effect at the time the dispute arose.

Do Not Track Disclosures:

Third parties such as advertising networks, analytics providers, and widget providers may collect information about your online activities over time and across different websites when you access or use our Site. Currently, various browsers offer a “Do Not Track” option, but there is no standard for how Do Not Track should work on commercial websites. Due to lack of such standards, the Site does not respond to Do Not Track consumer browser settings.

Our Contact Information:

Please contact us with any questions or comments about this Privacy Policy, your personally identifiable information, our use and disclosure practices, or your consent choices by e-mail at info@peakequity.com by telephone at 484-253-0001, or by mail at:

Attn: Privacy
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