



## ETR CONNECT ADVISOR INFORMATION AND PAYMENT POLICY

This ETR Connect Advisor Information and Payment Policy (the “Policy”) explains how Aptiviti, Inc. (“ETR” “we” and “us”) obtains, utilizes, shares and safeguards information collected from Advisors and visitors to its websites.

By visiting our websites or by becoming a ETR Connect Advisor, you consent to the collection, use and transfer of your personal data pursuant to the terms of this Policy.

### THE PERSONAL DATA WE COLLECT FROM YOU

ETR collects personal data that you choose to provide to us on the Websites, through email, over the phone and otherwise, including your name, contact information, work address, email address, phone number, and if you are a potential Advisor, we additionally collect home address, employment and biographical information, social security numbers, banking information, and payment preferences. In addition, ETR’s Websites may automatically record information when you visit. This information can include your Internet Protocol address and data concerning webpage requests.

ETR may place small files called “cookies” on your computer when you visit the Websites. Cookies facilitate your utilization of the Websites and enable us to track activity and customize your website experience. If you do not wish to receive a cookie from ETR, you may set your Internet browser settings to decline or disable the cookie.

### HOW YOUR PERSONAL DATA IS USED

We utilize personal data collected to match you with advisory opportunities, send calendar invites, and administer payment.

We do not sell or share your personal data with third parties for their marketing or solicitation purposes. We do not use IP addresses or web page request information to try and identify you (nor do we disclose that information to third parties for them to use for their own purposes). ETR and trusted third parties utilize personal data only for the purposes for which it was obtained.

### HOW YOUR PERSONAL DATA IS DISCLOSED

Personal data provided to ETR will be processed and stored by us inside the United States and will be accessed by our staff and third parties working for us for the purposes set forth in this Policy or for other purposes subject to your consent.

ETR may share your personal data with our Clients, typically in connection with advisory opportunities (as this is one of the core and necessary functions provided by our platform). ETR may disclose the fact that you are an Advisor and personal data collected about you in response to a valid order or request by a court or other governmental body, to enforce an agreement between you and ETR or one of ETR's Clients, to protect ETR's rights, or as otherwise required by law, legal process or for the prevention or detection of a crime.

## UPDATING YOUR INFORMATION

As one of the Terms & Conditions of your participation in ETR Connect, you are required to update the biographical and employment information you provide to ETR regularly. You are entitled to review the personal information ETR holds about you and may ask that we revise your personal information to ensure that it is current and correct. We may also revise your information using data obtained from third parties or public sources.

## PAYMENT TO ADVISORS

When you agree to a consultation, you will have the option to confirm whether you wish to initiate a consultation at that price. For all completed consultations, you will be paid at your hourly rate, as charged in one (1) second intervals. Each time you complete a consultation, you will receive payments via the bank account associated with your account. Following completion of the transaction, you will receive an email receipt to the email you provided. You authorize ETR and its payments provider, as detailed below, to administer payment each time a transaction is completed. You represent and warrant to ETR that such information is true and that you are authorized to accept payment via the account provided. You will promptly update your account information with any changes that may occur. For detailed information on the amounts received in your account, please log in to your account to see your "Transaction History" tab in the "Payment" section of the menu.

**Payment Disputes and Refunds.** You may dispute a transaction by clicking "Support" on the main screen or emailing us at [connect@etr.ai](mailto:connect@etr.ai). This action will result in ETR taking action to assist you in resolving the relevant payment dispute. Otherwise, you must notify ETR in writing within thirty (30) days of the transaction you wish to dispute. Failure to so notify ETR shall result in the waiver by you of any claim relating to such disputed payment. Payment shall be calculated solely based on records maintained by ETR. If you believe there has been a billing or accounting error, please contact us at [connect@etr.ai](mailto:connect@etr.ai).

Stripe Additional Terms and Conditions. Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (available at <https://stripe.com/us/connect-account/legal>), which includes the Stripe Services Agreement (available at <https://stripe.com/us/legal>) (collectively, the "Stripe Terms"). By using ETR Connect to receive payment proceeds, you agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of ETR enabling payment processing services through Stripe, you authorize ETR to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate your provision of services as contemplated by the Agreement and your relationship with ETR. You further agree to provide accurate and complete information about you, and authorize ETR to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. ETR reserves the right to switch payment processing vendors or use alternate or backup vendors in its discretion.

## PHONE CALLS

Twilio Additional Terms and Conditions. If you call or text (SMS) message a user through the Service, ETR uses Twilio, Inc. ("Twilio") to mask your telephone number. During this process, ETR and Twilio receive in real time and store call data, including the date and time of the call or text (SMS) message, the parties' phone numbers, and the content of the call and text (SMS) messages. We share your telephone number and call data with Twilio so that Twilio can mask your telephone number. Twilio's privacy policy is available [here](#).

## INFORMATION SECURITY

We use physical and technological security measures to protect your information both online and offline from unauthorized access and against illegal manipulation and processing, accidental loss and damage. We will preserve your information for a reasonable period of time or as required by law.

## OPTING OUT

You may elect to opt-out of membership in ETR Connect at any time by providing ETR with written or electronic notice. Upon receipt of such notice, we will cease contacting you and cease presenting information concerning you to Clients for potential advisory opportunities.

## UPDATES TO THE POLICY

ETR may update this policy from time to time. To the extent permitted by law, any changes to our privacy policy will be posted to the Websites and will become effective upon posting. Your continued use of the Websites and failure to opt out of ETR Connect will indicate your agreement to such changes.

## CONTACT ETR CONNECT

We welcome all requests, suggestions and questions concerning our use of your personal data. All such communication should be directed to [connect@etr.ai](mailto:connect@etr.ai).