

TRADECARD, INC. PRIVACY POLICY
REVISED April, 2011

For all Visitors to Our Website

1.1 We post our Privacy and Confidentiality Policy to inform you, as a visitor to our marketing web site or as a user of TradeCard, what kinds of information we may gather about you or your organization, how we may use that information, whether we disclose it to anyone, the choices you have regarding our use of information, and your ability to correct that information. By visiting TradeCard and/or using our services, applications, products and content, you are consenting (i) to this Privacy and Confidentiality Policy and (ii) to having your personal data transferred to and/or processed in the United States in accordance with the terms of this Privacy and Confidentiality Policy. TradeCard collects all data collected through www.tradecard.com and is responsible for implementing and ensuring compliance with this Privacy and Confidentiality Policy. TradeCard participates in the Safe Harbor program developed by the U.S. Department of Commerce and the European Union. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website.

1.2 Please note that this Privacy and Confidentiality Policy applies only to our web sites, and not to other companies' or organizations' web sites to which we link or to companies to which we refer our members, as an example to companies who may provide services for our members. These sites may collect information about you. TradeCard does not control sites that are operated by others and is not responsible for the information practices of these sites and this Privacy and Confidentiality Policy does not address the information practices of those web sites or operators thereof.

Visitors to Our Marketing Web Site

2.1 When you visit our marketing web site, www.tradecard.com, we do not collect personally identifiable information about you except when you specifically and knowingly provide it. For instance, if you request information from us, you will be asked to provide basic information about you and your organization, including your name, company, title, country, e-mail address, your company's industry and other information that may assist us in providing services to your organization (the "Basic Information"). TradeCard does not intentionally or knowingly collect sensitive personal information such religious beliefs, political opinions, health, sexual orientation, race or union membership. TradeCard is not intended for and does not knowingly collect information from children under the age of 13.

2.2 We do not sell, trade, or rent to any third party any of the Basic Information that you provide to us prior to your organization becoming a member of TradeCard. We may provide Basic Information to third parties who provide services to us, and who agree to abide by the terms of this Privacy and Confidentiality Policy. We will use the Basic Information you provide to respond to your requests for additional information by email and also by telephone if you have consented to telephone contact. We also will use the Basic Information for future mailings informing you of products and services available to your organization. If you would like to opt-out of receiving future mailings, simply follow the unsubscribe directions at the bottom of the mailing, or send us an e-mail with

your name referencing "Remove" in the subject line to info@tradecard.com.

2.3 Our marketing web site does not use "cookies," small text files placed on your browser. Our system does, however, log some basic and generic information about your computer, including its:

- IP address
- Operating system
- Browser software

2.4 We use this information about your computer to perform routine web site maintenance, to generate aggregate web site traffic reports, and enhance the performance of our web site on different browsers and devices.

2.5 We are committed to providing reasonable and practical access to you to identify and to correct any inaccuracies in the information you may provide. Visitors who have provided Basic Information on our marketing web site can contact us at info@tradecard.com to correct any inaccuracies.

TradeCard Member Information

3.1 If your organization chooses to apply for membership to TradeCard, you will be asked to provide Basic Information for individuals who will act as contacts on TradeCard and detailed financial and business information about your organization. This information may be shared with financial service providers and payment providers to enable your organization to qualify for credit risk and payment services. During this registration process, we will allow you to choose whether or not you would like us to contact your organization's trading partners for membership and other services related to transactions.

3.2 Once your organization becomes a member of TradeCard, your Basic Information and your organization's financial information, other confidential business data, and transaction details will be shared with other TradeCard members, TradeCard service providers, and TradeCard corporate alliances as necessary in order to conduct your transaction(s). TradeCard service providers and corporate alliances include, but are not limited to, payment providers, payment protection providers, country managers, freight forwarders, inspection agents, logistics providers, financing providers, sales support, marketing agents, and, subject to appropriate restrictions, to third parties who provide services to us regarding our business. In certain circumstances, we may modify the format of information you provide to us to make the format compatible with the TradeCard platform. We will not disclose your Basic Information and your organization's financial information, confidential business data, or transaction details to parties other than the ones referenced above without your consent, except as expressly permitted by this Privacy and Confidentiality Policy. Note that settlement services are provided through a TradeCard, Inc. subsidiary, Platform Settlement Services LLC ("PSS") and members are required to enter into a separate Platform Settlement Services

User Agreement with PSS, which shall be the entire agreement between such parties. In addition, we aggregate your transaction data with that of other TradeCard members for statistical analysis and other similar purposes and provide such aggregate data to third parties, provided that in no event will TradeCard identify or otherwise disclose specific data as being related to you or your organization. Such aggregate transaction data is the sole property of TradeCard.

3.3 Passwords and identity or security devices are private entry keys into the respective TradeCard account. A user should never share his or her password or identity or security devices with anyone. If a user needs to walk away from his or her PC for any reason, the user should log off from the TradeCard session. Users should select passwords that are difficult to guess and change them frequently. Passwords should not be stored on the PC or on written notes near the PC. Identity or security devices should be stored in a secure place. TradeCard is not responsible if the foregoing practices are not complied with.

3.4 When a user logs onto our transaction site, <https://commerce.tradecard.com>, the TradeCard system uses "session cookies," small text files placed temporarily on the browser, to maintain user session records. These cookies are destroyed as soon as the user logs out and closes the browser and cannot be used to track other information about the user or his or her computer. They are required; a user cannot use the TradeCard transaction system unless the user accepts these session cookies.

3.5 We will use the information you provide to contact you, if necessary, to service your organization's account or for other administrative purposes. We may also access and use your organization's information to resolve disputes, to troubleshoot problems, to enforce our Membership Agreement, or for marketing purposes. In addition, the TradeCard transaction system uses your transaction details to automate and to streamline your trade transaction by checking for electronic data compliance, providing reporting features, and transferring data from previous forms to those of the icurrent transaction.

3.6 When this Privacy and Confidentiality Policy offers TradeCard members the opportunity to "opt in" or "opt out", you may do so by contacting TradeCard Member Services at info@tradecard.com.

3.7 TradeCard members also have the opportunity to select certain types of emails they would like to receive from TradeCard. This can be done easily by utilizing the Email Subscription Table located in the Admin section of the TradeCard transaction site.

3.8 We are committed to providing reasonable and practical access to you to identify and to correct any inaccuracies in the information you may provide. TradeCard members can use the system's administrative function on the transaction web site or contact TradeCard Member Services to maintain up to date account information.

3.9 Unless your organization opts out as described above we may post your company name in the marketing section of our website to indicate that you are a TradeCard

member.

Disclosure of Information Through Member's Directory

4.1 We shall make a TradeCard Directory (the "Directory") available on our website in order for individuals and entities other than TradeCard members, service providers and corporate alliances to view Basic Information in the Directory, unless you opt-out as described above. The Directory may also contain additional information about you and your organization that we ask you to authorize us to disclose on the Directory. We may enter into agreements with third parties pursuant to which we provide them with the Basic Information from the Directory which they may use and publish, unless you opt-out as described above. We may disclose additional information about you and your organization to such third parties that you authorize us to disclose. We may also resell financial information about you and your organization that we obtain from third party providers, subject to our agreements with such third parties.

Miscellaneous

5.1 TradeCard reserves the right to change this Privacy and Confidentiality Policy, or any other TradeCard policy or practice, at any time. You are responsible for checking this page periodically for changes. When we intend to make material changes to this Privacy and Confidentiality Policy, we will post those changes on this page and such changes are effective immediately upon posting. Your use of the TradeCard service following any posted change(s) to the Privacy and Confidentiality Policy will be deemed an acceptance of such change(s). This Privacy and Confidentiality Policy is incorporated into, and part of, the TradeCard Membership Agreement between you and TradeCard.

5.2 We will endeavor to respond to your request to access, update or delete member information as soon as practicable after you provide such updates to TradeCard Member Services at service@tradecard.com.

5.3 TradeCard takes reasonable precautions to protect your Basic Information and your organization's information from loss, misuse and unauthorized access, disclosure, alteration and destruction. Due to the inherent nature of the Internet as an open global communications vehicle, TradeCard cannot guarantee that your information will be absolutely safe from intrusion by others, such as hackers. Any unauthorized access to or use of the TradeCard sites or information collected and maintained by the TradeCard sites should be immediately brought to the attention of TradeCard Member Services at service@tradecard.com. TradeCard will investigate, and if necessary take action to prevent or halt, any violation of this Privacy and Confidentiality Policy of which it becomes aware. If you contact TradeCard by e-mail, you should be aware that e-mail transmission might not be secure. A third party could view information you send by e-mail in transit. TradeCard will have no liability for disclosure of your information due to errors or unauthorized acts of third parties during transmission.

5.4 In the event that TradeCard, or substantially all of its assets, are acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation

or liquidation, such databases containing member information may be one of the transferred assets. In using the TradeCard services you consent to such transfer of your information.

5.5 TradeCard shall disclose information provided by you about you and/or your organization to the extent required by law through subpoena, search warrant or other legal process or requirement or as necessary to protect the rights, property, or safety of TradeCard, our members, or others.

5.6 TradeCard complies with the U.S.-EU Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries. TradeCard has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification page, please visit <http://www.export.gov/safeharbor/>.

5.7 [We self-certify adherence to](#)



TradeCard recognizes that the European Union and Switzerland have established strict protections regarding the handling of certain personally identifiable information that it receives in the United States from the European Union and Switzerland ("EU and Swiss Personal Data"), and TradeCard therefore has elected to adhere to the US-EU Safe Harbor Privacy Principles and US-Switzerland Safe Harbor Privacy Principles (together, the "Safe Harbors") with respect to such EU and Swiss Personal Data that it receives in the United States. For further background and information about the Safe Harbors, and to see TradeCard's representation on the Safe Harbor List, please refer to the U.S. Department of Commerce's website at www.export.gov/safeharbor.

5.8 If you have questions or concerns regarding this Privacy and Confidentiality Policy, you should first contact us at info@tradecard.com. If you are a European national and do not receive acknowledgement of your inquiry, or if your inquiry has not been satisfactorily addressed, you should contact the BBB EU SAFE HARBOR program at the address below:

Council of Better Business Bureaus, Inc.
BBB EU SAFE HARBOR
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203
Phone: 703-276-0100
Web: www.bbb.org/us/safe-harbor-complaints