

Privacy Policy

This is the Privacy Policy governing your use of the PerpetualInvoice website (the "Site") and the collection, use, transfer and processing of your Collected Information by Spicer-Baer Associates, Inc ("SBA"). By using this Site, you consent to our Privacy Policy set out below. All terms not defined in this document have the meanings ascribed to them in the [Terms and Conditions](#) between you and PerpetualInvoice which by use of this Site you agree to accept

Registration Information: At the time you register to become a Registered User of the Site, you will be asked to complete a registration form which requires you to provide information such as your name, address, phone/fax number, email address and other personal information as well as information about your business ("Registration Information.")

Collected Information:

- **Payment Information:** If you establish a credit account with us or our providers or if you purchase a product or service from PerpetualInvoice or other Registered Users of the Site or other vendors available through the Sites, we may collect additional information, including billing information, credit card numbers and expiration dates and tracking information from checks or money orders ("Payment Information").
- **Statistical Information:** We may gather statistical information about our Site and Users, such as IP addresses, browser software, operating system, software and hardware attributes, pages viewed, number of sessions, unique visitors and so forth ("Statistical Information")
- **Marketing Information:** From time to time, we gather information about our Users and prospective users during trade shows, marketing events and other functions for follow up marketing purposes ("Marketing Information").
- **Personal Information:** From time to time, our Users may disclose personal data deliberately or inadvertently including without limitation to personal identifiers such as name, email addresses, telephone number, facsimile number and IP address of individuals while using the Site ("Personal Information").
- **Collected Information:** Registration Information, Payment Information, Statistical Information, Marketing Information, Personal Information and any information we may collect from you using cookies (see Section 5 below), or from our affiliates or from other parties or through any other means, shall collectively be referred to as ("Collected Information").
- **General:** We use your Collected Information to improve our marketing and promotional efforts, to statistically analyze site usage, to improve our content and product offerings and to customize our Site's content, layout and service specifically for you. We may use your Collected Information to service your Account with us, including but not limited to investigating problems, resolving disputes and enforcing agreements with us. We may use your Collected Information to facilitate proper operation of our Site and business activities of its Users including without limitation to facilitation of effective communication between buyers and suppliers and marketing activities of Users. **We do not otherwise sell, rent, trade or exchange any personally-identifying information of our Users.** We may provide your Collected Information to our affiliates and service providers

under contract (such as customer care) to support the operation of the Site and our services. If you register or use services or products provided by our affiliates we will share with each other your Collected Information including the information about your use of such affiliates' services and products. We may share certain aggregate information based on analysis of Collected Information with our partners, customers, members, advertisers or potential Users. We may use your Collected Information to execute marketing campaigns, promotions or advertising messages on behalf of third parties; however, in these circumstances, your Collected Information will not be disclosed to such third parties unless you respond to the marketing, promotion or advertising message. Your Collected Information may be transferred, stored, used and processed outside your home jurisdiction. In case of a merger with or transfer of business to another business entity, we will transfer your Collected Information to the entity which acquires the business (Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your Collected Information).

- **Registration Information:** We may use your Registration Information to provide services that you request or to contact you regarding additional services about which PerpetualInvoice determines that you might be interested. Specifically, we may use your email address, mailing address, phone number, mobile number or fax number to contact you regarding notices, surveys, product alerts, new service or product offerings and communications relevant to your use of our Site. We may generate reports and analysis based on the Registration Information for internal analysis, monitoring and marketing decisions.
- **Payment Information:** PerpetualInvoice will share your Payment Information with banks or vendors relevant to the transaction to enable transactions to be completed. In addition, PerpetualInvoice may use Payment Information to determine your credit-worthiness and, in the process of such determination, PerpetualInvoice may make such Payment Information available to banks or credit agencies. While PerpetualInvoice has in place up-to-date technology and internal procedures to guard your Payment Information against intruders, there is no guarantee that such technology or procedure can eliminate all the risks of theft, loss or misuse. PerpetualInvoice shall not be liable to you or any other person for any damages that might result from unauthorized use, publication, disclosure or any other misuse of Payment Information, including credit card information.
- **Account Activities Information:** We use Account Activities Information to provide the services that you request. We may also generate reports, statistics and analysis based on Account Activities Information to enhance and improve our Site and services. We may also use Account Activities Information to determine your credit-worthiness.
- **Statistical Information:** We use Statistical Information to help diagnose problems with and maintain our computer servers, to manage our Site, and to enhance our Site and services based on the usage pattern data we receive. We may generate reports and analysis based on the Statistical Information for internal analysis, monitoring and marketing decisions. We may provide Statistical Information to third parties, but when we do so, we do not provide personally identifying information without your permission.
- **Personal Information:** We facilitate electronic commerce between businesses and our services should not be used by individual consumers or for personal use. Should Personal Information be disclosed for business purposes while using our Site and services, such Personal Information may be used to provide value-added services to our members to

facilitate including without limitation marketing initiatives and contacts. Uses of any Personal Information by any of our members are subject to privacy laws in the respective jurisdictions of our members. Each of our members is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the Site and Services are following the same. Each of our members is expressly prohibited from using any Personal Information for illegal activities including without limitation to spamming.

We may publish records of complaints and any penalties, actions or proceedings against Members. We further reserve the right to disclose your Collected Information to relevant authorities where we have reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who may be infringing or threatening to infringe, or who may otherwise be causing injury to or interference with, the title, rights, interests or property of PerpetuallInvoice, our Users, customers, partners, other web site users or anyone else who could be harmed by such activities.

We also reserve the right to disclose Collected Information in response to a subpoena or other judicial order or when we reasonably believe that such disclosure is required by law, regulation or administrative order of any court, governmental or regulatory authority.

If we have reason to believe that a User is in breach of the Terms of Use or any other agreement with us, then we reserve the right to make public or otherwise disclose such User's Collected Information to pursue our claim or prevent further injury to PerpetuallInvoice or others.

We have established relationships with other parties to offer you the benefit of other products and services that we ourselves do not offer. We offer you access to these other parties either using hyperlinks to their sites from our Site, or through offering "co-branded" sites in which both ourselves and these other parties share the same uniform resource locator, domain name or pages within a domain name on the Internet. In some cases, you may be required to submit information for purposes of registering or applying for products or services provided by such third parties or co-branded partners. The privacy policy of such other parties may differ from ours, and we may not have any control over the information that you submit to such third parties or co-branded sites. We therefore encourage you to read that policy before responding to any offers, products or services provided by such other parties.

We use "cookies" to store specific information about you and track your visits to our Site. It is not uncommon for websites to use cookies to enhance identification of their users. A "cookie" is a small amount of data that is sent to your browser and stored on your computer's hard drive. A cookie can be sent to your computer's hard drive only if you access our Site using the computer. If you do not de-activate or erase the cookie, each time you use the same computer to access our Site, our web servers will be notified of your visit to our Site and in turn we may have knowledge of your visit and the pattern of your usage. Generally, we use cookies to identify you and enable us to access your

Registration Information, Personal Information, or Payment Information so you do not have to re-enter it; gather statistical information about usage by Users; research visiting patterns and help target advertisements based on User interests; assist our partners to track User visits to the Site and process orders; and track progress and participation in promotions.

You can determine if and how a cookie will be accepted by configuring your browser, which is installed in the computer you are using to access the Site. If you desire, you can change those configurations in your browser. By setting your preferences in the browser, you can accept all cookies, you can be notified when a cookie is sent, or you can reject all cookies. If you reject all cookies by choosing the cookie-disabling function in your browser, you may be required to re-enter your information on our Site more often and certain features of our Site may be unavailable.

The Site and its contents are not intended to be targeted to minors under applicable law and we do not intend to sell any of our products or services to minors. However, we have no way of distinguishing the age of individuals who access our Site and so we carry out the same Privacy Policy for individuals of all ages. If a minor has provided us with personal information without parental or guardian consent, the parent or guardian should contact us to remove the information.

We employ commercially reasonable security methods to prevent unauthorized access, maintain data accuracy and ensure correct use of information.

As a Registered User, your Registration Information, Publishing Information and Payment Information (if any) can be viewed and edited through your Account, which is protected by a Password. We recommend that you do not divulge your Password to anyone. Our personnel will never ask you for your Password in an unsolicited phone call or in an unsolicited e-mail. If you share a computer with others, you should not choose to save your login information (e.g., User ID and Password) on the computer. Remember to sign out of your Account and close your browser window when you have finished your session. No data transmission over the Internet or any wireless network can be guaranteed to be perfectly secured. As a result, while we try to protect your information, no web site or company, including ourselves, can absolutely ensure or guarantee the security of any information you transmit to us and you do so at your own risk.

Any changes to this Privacy Policy will be communicated through our posting an amended and restated Privacy Policy on our Site. Our posting the amended and restated Privacy Policy will make such new Privacy Policy immediately effective. You agree that all Collected Information (whether collected prior to or after the new policy became effective) will be governed by the newest Privacy Policy then in effect. If you do not agree to the new changes in our Privacy Policy, you should contact PerpetualInvoice in writing (at the address set out in the "Your Feedback" section below) and specifically request that PerpetualInvoice return and/or destroy all copies of all or part of your Collected Information in our possession.

You can access, view and edit your Registration Information and Payment Information (if any) through your Account with PerpetualInvoice.

PerpetualInvoice welcomes your continuous input regarding our Privacy Policy or our services provided to you. You may send us your comments and responses to PerpetualInvoice at support@spicer-baer.com for anything.

We reserve the right to make changes to this policy. Any changes to this policy will be posted.