

MX® Privacy Policy

Privacy Policy Effective Date: This Privacy Policy is effective as of March 15, 2017.

This Privacy Policy (this “Policy”) applies to the website or application from which you access MX services (the “Site”), and/or any of its affiliated web or mobile applications (the “Service” and together with the Site (the “Services”). MX Technologies, Inc., (“MX Technologies”, “MX”, “our”, “we” or “us”) provides this Policy as a means of making you aware of what data is collected, stored, and used when you visit and/or utilize the Services. Please be aware that your bank and/or its other service providers may have different privacy policies for data collected, stored or utilized outside of the Services.

This Policy alone governs the data collected, stored and used when you utilize our Services and shall supersede and replace all previous versions thereof. We may need to change the Policy from time to time in order to address new issues and reflect changes within the Services or in the law. We reserve the right to revise or make any changes to the Policy and your continual use of the Services subsequent to any changes to this Policy will mean that you accept such changes. We will post all changes to the Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties, if at all. You can tell that the Policy has been updated by checking the Privacy Policy Effective Date posted on the top of this page.

We may also inform you of any changes to this Policy by a prominent Policy within the Services or by email. In addition, and at our discretion, in the event of an update or material change, you may be required to agree to the new Privacy Policy as a condition precedent to your continued use of the Services.

YOUR USE OF THE SERVICES, AND CONTINUED USE OF THE SERVICES FOLLOWING ANY CHANGES TO THIS POLICY, SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING YOUR CONSENT TO THE USE OF DATA ONLY AS OUTLINED HEREIN. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THE SERVICES.

Please direct your queries pertaining to the Services or this Policy to us at: tech.support@mx.com

Collection of Your Personal Information:

We collect information for the purpose of providing our users with valuable services and use the information collected to improve these services. For purposes of this Policy, “Personally Identifiable Information” means information that identifies you individually, such as your name, address, phone and fax numbers or email address. When you register to use the Services, you will be asked for basic registration information, such as your name, email, phone number, age, gender and zip code. We may request additional personal information from time to time in order to provide you with other benefits of the Services. In all such instances, you will be given the option to decline to provide that information.

Personally Identifiable Information relevant to your account is only displayed to you. The layout and information provided and or requested within this area of the Services may change as there are upgrades or modifications to the Services. You are responsible for providing current, accurate, and complete information. In the case that information becomes outdated or an error is identified, it is your responsibility to notify MX of all pertinent changes.

All transaction details are recorded by MX. This information is used to provide financial information, assistance, and functionality within the Services. These details, other than in aggregate non-personally identifiable form, are not shared with any third parties.

For security and analytic purposes, we store information based on your interactions through the Services. The Services automatically logs many of the details regarding all visits and requests to our web servers. This can include the browser type, cookie information, page requested by a visitor, and the visitor's IP address. None of this information is personally identifiable. This information is used to help improve the Services, analyze trends, and administer the Services. We aggregate such tracking data so that no such data is tied to you in any personally-identifiable manner, however, due to the nature of the Internet, this is not always absolute and in some instances tracking data may be traceable back to you.

Analytics are collected on the Services in order to allow us to count the number of hits we receive to our Services as well as to further explore statistically the actions of our users, such as what pages have the highest traffic so as to better improve our product offerings. These tracking technologies gather information on an aggregate level and are not tied to users' Personally Identifiable Information.

Use of Your Personally Identifiable Information:

MX is committed to the security of user information; as such we implement privacy and security protocols to guard against identity theft and unauthorized access to your information. We regularly monitor and re-evaluate our privacy and security policies and adapt them as necessary to deal with new conditions. The sharing of Personally Identifiable Information is strictly controlled and we feel it important that you understand how information within the Services is shared, if at all. Subject to the *Business Transfers* Section below, MX does not and will not sell your Personally Identifiable Information.

We use and disclose your Personally Identifiable Information only as follows:

- A. when you expressly give us permission;
- B. with your financial institution from which you signed up for the Services, where applicable;
- C. to analyze and improve the Services;
- D. to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Services;
- E. in a restricted manner to parties who perform services for us and are bound by these same privacy restrictions;
- F. when required by law, or as necessary to comply with any applicable law, regulation, legal process, governmental request or court order;
- G. to enforce our Terms and or this Notice, including investigation of potential violations thereof;
- H. to detect, prevent, or otherwise address fraud, security or technical issues;
- I. to protect against harm to the rights, property or safety of MX, its users or the public as required or permitted by law;
- J. to respond to an emergency; and
- K. as otherwise may be set forth in this Policy.

Where necessary, we may be legally obliged to disclose information as it pertains to any actions of a criminal or fraudulent nature. We reserve the right to disclose information to government agencies where necessary in complying with a formal request such as in a civil suit, subpoena, court order or judicial proceeding. In addition, the violation of our Terms or the committing of a crime may necessitate the disclosure of the violator's Personally Identifiable Information.

MX may compile information that is not personally identifiable to a user such that it does not (i) contain any Personally Identifiable Information, or (ii) reveal your specific identity or relate directly to you, such as aggregated data compiled from a larger dataset, de-identified or demographic statistical data. Such data may be used by us and our third-party providers to conduct certain analytical research, marketing, performance tracking and benchmarking. We may publish summary or aggregate results relating to metrics

comprised of such data and distribute or license such anonymous, aggregated data for various purposes, such as to help improve services and to assist in troubleshooting and technical support.

Security:

We use industry accepted standards, protocols and precautions to protect your Personally Identifiable Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain physical, electronic and procedural safeguards for your Personally Identifiable Information, including using firewalls, encryption techniques, authentication procedures, TLS encryption, and physical safeguards. You should recognize, however, that there is no such thing as “perfect security” on the Internet; no method is 100% effective at all times and we make no such guarantees. In addition, because Internet communication may be unsecure, it is also possible that the information you supply to us or your access of any information via the Services may be intercepted during transmission. WE CANNOT BE LIABLE FOR BREACH OF OUR SYSTEMS OR INTERCEPTION OF OUR TRANSMISSION AND, FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PROVIDED UNDER LAW, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR USE OF THE SERVICES.

You are responsible for maintaining the security and confidentiality of your password together with your username that allows you access to the Services. We recommend creating a strong passphrase. Passphrases are usually longer than passwords, for added security, and contain multiple words that create a phrase. At minimum, we recommend the passphrase to be alpha-numeric, have at least 8 characters, and have both upper and lower case letters. Never write this password down and do not share it with others. If you access the Services via partner integration, you may not have a human readable password assigned to you. This authentication process is implemented by our partners and is required to comply with all MX security standards.

Cookies:

When you use the Services, we want the experience to be as rewarding as possible. As with most online businesses, MX logs information about user access to and the use of the Services. When you utilize the Services, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent using the Services. MX may use this information, for example, to alert you to software compatibility issues, or it may be analyzed to improve the Services.

We employ the use of cookies on the Services to keep track of user preferences as well as to monitor traffic and usage. “Cookies” are alpha-numeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer’s storage media to recognize the user. A cookie also assists in keeping you logged into your MX account. MX may also employ the use of pixel tags from time to time to help better understand Site traffic and improve user preferences for a better user experience. (Pixel Tags refer to clear images, and web beacons which are 1 pixel by 1 pixel images set on web pages to track page traffic.) Most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer. Please note, however, that if you choose to restrict the use of cookies, the full functionality of the Services may be impaired.

From time to time we may also employ the services of third-party agents to help us analyze certain online activities and to gather and track aggregate statistical information on the Services on our behalf. The third parties may employ cookies and web beacons to this end. While we do not have control over these cookies, and the use of third-party cookies is not governed by this Policy, this aggregated information is not tied to users’ Personally Identifiable Information and the only intended use is to improve the Services and troubleshoot inconsistencies.

Location Data:

MX offers location-enabled services, such as MoneyMobile®, and WideNet®. If you use those services, MX systems may request this information as part of using the Services about your actual location (such as GPS signals sent by a mobile device or information that can be used to approximate a location (such as a cell ID)).

Email and SMS Services:

For your convenience, we may offer the option of using email and SMS notifications, news updates and account information via email. All mailings include an opt-out option. An email may be automatically sent to the user following account registration. You may opt out of receiving these emails within the “Settings” menu in the Services. We may also offer the option to enroll in SMS alerts which may include the ability to receive notifications specific to your accounts, goals, and budgets.

Advertisers and Third Parties:

This Policy only applies to the Services. While the Services may link to other websites, MX does not exercise control over the websites maintained by any third parties even if related to the Services or the cookies included in advertisements served on the Services. If you choose to use these other websites, use third-party products or services, disclose information to third-party providers or grant them permission to collect information about you, then their use of your information is governed by their privacy policies. To clarify, MX does not accept responsibility for the services, actions and policies of third-party websites you access, either with regard to the Personally Identifiable Information you provide to them, or which you authorize MX to give to them, or which they obtain through your use of their websites. You should be careful to review any privacy policies posted on third-party websites before signing up with or using them.

We may use third-party service providers to help us conduct or analyze certain activities within the Services, including auditing the security of our systems. As an example, we may use a third party to help us analyze a user’s use of the Services in order to improve the user’s experience and the Services. We provide these agents limited and monitored access to Personally Identifiable Information only as necessary for them to perform the services. We do not authorize these agents to use this information for any purpose other than to assist us in their contracted role.

In addition, we may disclose Personally Identifiable Information to certain third parties if you have requested or authorized the disclosure of such Personally Identifiable Information.

Business Transfers:

If we purchase or sell assets, we may need to transfer certain user accounts and their corresponding information. The sale or closure of MX as a business entity could also necessitate the transfer of user information to another party. We may also need to transfer or assign Personally Identifiable Information pursuant to a merger, consolidation or other transaction relating to MX or our assets. We may also choose to transfer all of your data stored with us, including your Personally Identifiable Information and any other personally identifiable data, to a third party which may be operating, hosting or managing the Services. Should any of the foregoing events occur, you hereby agree and provide your consent to (i) the complete transfer of all of your Personally Identifiable Information and other data stored on your behalf to a third party; and (ii) the assignment (or novation) of all obligations of MX under this Policy to a third party.

Profiles:

When users elect to provide testimonials on or for the Services, we post their first name, last initial and location with their testimonial. We obtain authorization prior to posting this information on the Services.

MX is not responsible for the Personally Identifiable Information a user elects to disclose within their testimonial. Additionally, within the Services and on our blog pages, if applicable, we may provide users the capacity to share their feedback through comments and collect email information prior to posting their comments; we do not publicly disclose their email addresses. When you provide a comment on any blog page, any Personally Identifiable Information you include within the comment can be viewed by other users of this forum, and used to send you unsolicited messages. We encourage users to employ discretion when posting information in public spaces. MX is not responsible for the information a user elects to post in such a forum.

Note to International Users:

By using the Services, you agree and acknowledge that the Services are hosted in the United States. If you are attempting to access the Services from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which is governed by U.S. law and this Policy, you are transferring your Personally Identifiable Information to the United States and you consent to such transfer and the terms and conditions of this Policy, including the application of the laws of the United States and/or the State of Utah, as further set forth below.

Choice of Law and Forum for Disputes:

You agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern this Policy. To the extent that this Policy conflicts with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. You agree that any claim or dispute of any sort that might arise between you and MX, its officers, directors, employees, agents or affiliates related to this Policy must be brought in Salt Lake County or Utah County, Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue.

Contact Information:

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