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CALIFORNIA NOTICE AT COLLECTION AND CALIFORNIA PRIVACY NOTICE

Last revised: January 27, 2023

This California Notice at Collection and Privacy Notice (“Notice”) is provided by ChargeAfter, Inc. (together with our affiliates, “ChargeAfter,” “we,” “us,” or “our”). This Notice supplements the information contained in our [U.S. Privacy Policy](#) and governs the personal information we collect from California residents (“you”) in connection with delivering services to you, whether online or offline, (collectively, the “Services”) and on any website or mobile application on which a link to this Notice appears.

We have adopted this notice to comply with the California Consumer Privacy Act of 2018, as amended (“CCPA”). Please take the time to read and understand this Notice.

Scope

For the purpose of this Notice, the term “Personal Information” has the meaning given in the CCPA and does not include information exempted from the scope of the CCPA. For example, this Notice does not cover:

- personal information covered by the Gramm-Leach-Bliley Act, the California Financial Information Privacy Act, or the Fair Credit Reporting Act.
- personal information that we collect about you in a business-to-business context, including when you are communicating with us as an employee of a business to whom we are providing or receiving a product or service
- personal information we have from individuals in their capacity as California-resident current or former employee or job applicants
- publicly available information, de-identified data and aggregate California resident information (as those terms are used in the CCPA)

Categories of Personal Information to be collected

We may collect the following categories of personal information from you:

- *Personal Identifiers*: This includes your name, date of birth, and other similar identifiers.
- *Contact Information*: This includes your email address, telephone number and other similar information that allows us to communicate with you.
- *Government Identifiers*: This includes your Social Security number and other similar identifiers.
- *Financial Information*: This includes income and paycheck frequency, housing status or similar information, credit card details, and bank account details.
- *Online and Computer Identifiers*: This includes your IP address, MAC address, device type, or other similar identifiers.
- *Commercial information*: This includes products or services purchased, obtained, or considered, and other purchasing or consuming histories or tendencies.
- *Geolocation Data*: This includes any information used to identify your physical location or movements.
- *Internet and Application Activity*: This includes information regarding the type of the operating system and device used to access the Services, date and time stamp, language preferences, approximate geolocation.
- *Audio, Electronic, Visual, or Similar Information*: This includes call recordings or similar information.
- *Other Information*: This includes other information you voluntarily provide.



Purposes for which Personal Information will be used

We may use your Personal Information for the following purposes:

- provide, personalize, and improve our Services
- communicate with you, including for marketing the Services and other jointly marketed products, for service-related purposes, or to respond to your requests or inquiries
- meet legal and regulatory requirements
- comply with contractual obligations, industry standards, and our policies
- resolve disputes
- enforce this Privacy Policy, the Terms of Use, and any other terms you have agreed to
- protect or enforce the rights, property, and safety of ChargeAfter and others
- protect the security and integrity of our databases and Services

Our prior collection, use and sharing of Personal Information

The CCPA requires us to give you specific information about the categories of Personal Information we collect about you, the sources from which we have obtained that information, the purposes for which we collect it and the categories of entities with whom we share it. This table sets out our relevant practices over the last twelve months. Our collection, use and disclosure of Personal Information depends on your relationship and interaction with us.

<i>Category of Personal Information</i>	<i>Categories of Sources From Which Collected</i>	<i>Business or Commercial Purpose for Collecting and Sharing</i>	<i>Categories of Third Parties and Other Entities With Whom We May Share</i>
<ul style="list-style-type: none"> ● <i>Personal Identifiers:</i> This includes your name, postal address, telephone numbers, Internet Protocol address, email address, social security number (and other similar identifiers, bank account number, credit card number, debit card number, or any other financial or medical information ● <i>Internet and Other Electronic Network Activity Information:</i> This includes information regarding the type of the operating system and device used to access the Services, date and time stamp, language preferences, and interactions with internet website applications and advertisements ● <i>Commercial information:</i> This includes products or services purchased, 	<ul style="list-style-type: none"> ● from you directly, when you provide your Personal Information to us, such as when you make a purchase from a Merchant that uses our Services and you request a financing offer; when you contact ChargeAfter customer support; when you apply for employment; or when you interact with us via our website (ChargeAfter.com) ● from your device, our Platform, or our website, directly or via third-party 	<ul style="list-style-type: none"> ● provide, personalize, and improve our Services ● communicate with you, including for marketing the Services and other jointly marketed products, for service-related purposes, or to respond to your requests or inquiries ● meet legal and regulatory requirements ● comply with contractual obligations, industry standards, and our policies ● resolve disputes ● enforce ChargeAfter’s 	<ul style="list-style-type: none"> ● our affiliates in the ChargeAfter group of companies; ● providers of software, data management and storage, data analytics, hosting, sales and marketing, product engineering and design, customer support, anti-fraud, security, and other service providers who help us with parts of our business operations ● law enforcement, government officials, advisors, and other third parties, as needed to help us comply with applicable law; ● to respond to court orders, regulator requests or other legal process required by law; ● to defend against legal claims or demands; and

<p>obtained, or considered, and other purchasing or consuming histories.</p> <ul style="list-style-type: none"> ● <i>Employment and employment history data</i> ● <i>Housing Status</i> ● <i>Income and paycheck frequency</i> ● <i>Geolocation Data</i>: This includes any information used to identify your physical location or movements. ● <i>Audio, Electronic, Visual, or Similar Information</i>: This includes call recordings or similar information. ● <i>Other Information</i>: This includes other information you voluntarily provide. 	<p>providers, which may include the use of Cookies (as detailed below)</p> <ul style="list-style-type: none"> ● from other third-parties whom you have authorized to disclose Personal Information to us ● from social media partners when you interact with us on their platforms 	<p>Privacy Policy, the Terms of Use, and any other terms you have agreed to</p> <ul style="list-style-type: none"> ● protect or enforce the rights, property, and safety of ChargeAfter and others ● protect the security and integrity of our databases and Services 	<p>when we believe that such disclosure is necessary to protect against threats to any person’s contractual rights, property, or personal safety</p> <ul style="list-style-type: none"> ● other entities, as needed in the event of a potential or actual change of control, merger, acquisition, purchase of all or substantially all of our assets, consolidation, restructuring, financing, bankruptcy, or comparable event relating to all or some portion of ChargeAfter ● other third parties but only if you consent or direct us to do so
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“Shine the Light”

California’s “Shine the Light” law permits California residents to request certain information regarding our disclosure of personal information, as defined by California Civil Code § 1798.83, to third parties for their own direct marketing purposes. If you are a California resident, you may request information about our compliance with Shine the Light using the contact information below.

How long we retain Personal Information

We will retain Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy and as permitted or required by applicable laws and contracts. As detailed below, we will delete your Personal Information in order to comply with a valid deletion request.

Your rights as a California resident

Under the CCPA, California residents have the right to:

- request that a business delete any Personal Information about the consumer which the business has collected from the consumer
- request that a business that collects Personal Information about the consumer disclose to the consumer the following: the categories of Personal Information that it has collected about that consumer; the categories of sources from which the Personal Information is collected; the business or commercial purpose for collecting or selling Personal Information; the categories of third parties with whom the business shares Personal Information; the specific pieces of Personal Information it has collected about that consumer
- request correction of inaccurate personal information
- request that a business that sells the consumer’s Personal Information, or that discloses it for a business purpose, disclose to the consumer: the categories of Personal Information that the business collected about the consumer; the categories of Personal Information that the business sold about the consumer and the categories of third parties to whom the personal was

sold, by category or categories of Personal Information for each third party to whom the Personal Information was sold; the categories of Personal Information that the business disclosed about the consumer for a business purpose

- request that a business not sell Personal Information about the consumer to third parties

To submit requests to exercise the rights described above, please use the contact information below. We may not be able to process your request if you do not provide us with sufficient detail to allow us to understand and respond to it. We may need to verify your identity and California residency by requesting government identification, a declaration under penalty of perjury, or other information. The Privacy Rights conferred by the CCPA are not absolute, and in certain cases we may decline your request as permitted by law.

Authorized agents may make requests under the California Consumer Privacy Act on behalf of consumers by using the contact information below. We will require authorized agents to provide proof of the consumer's designation of the authorized agent for the purpose of making the request, and we will require authorized agents to provide information necessary to verify the identity of the consumer who is the subject of the request. We may also require that a consumer verify their own identity directly with us before we respond to an authorized agent's request.

You have the right not to receive discriminatory treatment by ChargeAfter for the exercise of the privacy rights described above.

U.S. PRIVACY POLICY

Last revised: March 8, 2023

At ChargeAfter, we protect you by complying with all applicable privacy and data protection laws.

Please read this Privacy Policy carefully. If you do not agree to this Privacy Policy, please discontinue your interaction with ChargeAfter immediately.

ChargeAfter, Inc. (together with our affiliates, "**ChargeAfter**," "**we**," "**us**," or "**our**") is a technology service provider to businesses that sell products and services to consumers ("**Merchants**"). We provide Merchants with a proprietary software application (the "**Platform**") that connects their consumers with participating credit and leasing providers (together, "**Providers**") at the point of sale (the "**Services**"). **Consumers don't pay for the Services. We aren't a Merchant. We don't make loans or offer leases.**

If you accept a financing offer, you will interact directly with the Provider that made the offer. Your legal relationship will be directly between yourself and the Provider and subject to the Provider's terms, conditions, and privacy policies.

We don't accept, and expressly disclaim, any responsibility or liability for the terms and conditions, privacy policy, or actions or inactions of Providers and Merchants. For more information on the collection and use of your Personal Information by specific Merchants and Providers, please refer to their privacy policies, which are available on their websites.

As used in this Privacy Policy, "**Personal Information**" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with a particular individual or household (including, but not limited to, first and last name, phone number, email address, online identifiers, IP address, and information concerning electronic devices).

Federal Privacy Notice

Rev. March 2023

FACTS	WHAT DOES CHARGEAFTER DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social security number and income information ■ Contact information ■ Transaction information and employment information ■ Credit history and credit scores <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
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How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons ChargeAfter chooses to share; and whether you can limit this sharing:
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Reasons we can share your personal information	Does ChargeAfter share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	Yes	Yes

<p>To limit our sharing</p>	<ul style="list-style-type: none"> ■ Email privacy@chargeafter.com or ■ Call (888) 760-3384 – our menu will prompt you through your choices <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
<p>Questions?</p>	<p>Email privacy@chargeafter.com or call (855) 714-1118.</p>
<p>Who we are</p>	
<p>Who is providing this notice?</p>	<p>This notice is provided by ChargeAfter, Inc.</p>
<p>What we do</p>	
<p>How does ChargeAfter protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal law. These measures include computer safeguards and secured files and buildings.</p>
<p>How does ChargeAfter collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ give us your contact information or apply for financing ■ give us your income information or provide employment information; ■ open an account <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies with a ChargeAfter name, such as ChargeAfter Payment Company, Inc. and ChargeAfter Ltd.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Non-affiliates we may share information with include service providers, financial service companies, data processors, and advertisers.</i>

Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>ChargeAfter's joint marketing partners include companies that provide consumer financing.</i>
Other important information	
<p>Alaska, California, Illinois, Maryland, Massachusetts, Maine, Mississippi, New Jersey, North Dakota, Virginia, and Vermont Residents: We will obtain your affirmative consent before sharing your information outside of ChargeAfter, Inc. except as permitted by law.</p>	

Agreement

By visiting the Platform or making use of the Services you consent to our information handling practices in accordance with this Privacy Policy. Providing Personal Information or authorizing a third party to disclose Personal Information to us also signifies your consent to this Privacy Policy. You have the right to withdraw your consent, but this may limit our ability to provide you with our Services.

How we collect Personal Information

We collect Personal Information from the following sources:

- from you directly, when you provide your Personal Information to us, such as when you make a purchase from a Merchant that uses our Services and you request a financing offer; when you contact ChargeAfter customer support; or when you interact with us via our website (ChargeAfter.com)
- from your device, our Platform, or our website, directly or via third-party providers, which may include the use of Cookies (as detailed below)
- from other third-parties whom you have authorized to disclose Personal Information to us
- from social media partners when you interact with us on their platforms (including LinkedIn)

What Personal Information we collect

We collect the following Personal Information:

- *Personal Identifiers:* This includes your name, date of birth, and other similar identifiers.
- *Contact Information:* This includes your email address, telephone number and other similar information that allows us to communicate with you.
- *Government Identifiers:* This includes your Social Security number and other similar identifiers.
- *Financial Information:* This includes income and paycheck frequency, housing status or similar information, credit card details, and bank account details.
- *Online and Computer Identifiers:* This includes your IP address, MAC address, device type, or other similar identifiers.
- *Commercial information:* This includes products or services purchased, obtained, or considered, and other purchasing or consuming histories or tendencies.
- *Geolocation Data:* This includes any information used to identify your physical location or movements.
- *Internet and Application Activity:* This includes information regarding the type of the operating system and device used to access the Services, date and time stamp, language

- preferences, approximate geolocation.
- *Audio, Electronic, Visual, or Similar Information*: This includes call recordings or similar information.
- *Other Information*: This includes other information you voluntarily provide.

Why we collect Personal Information

We use the Personal Information we collect to:

- provide, personalize, and improve our Services
- communicate with you , including for marketing the Services and other jointly marketed products, for service-related purposes, or to respond to your requests or inquiries
- meet legal and regulatory requirements
- comply with contractual obligations, industry standards, and our policies
- resolve disputes
- enforce this Privacy Policy, the Terms of Use, and any other terms you have agreed to
- protect or enforce the rights, property, and safety of ChargeAfter and others
- protect the security and integrity of our databases and Services

After you have used the Services once, we may prefill your Personal Information on the Platform when you use the Services again, at any Merchant, after authenticating your identity.

How we share Personal Information

Except as noted below, we share Personal Information with third parties in the following categories:

- our affiliates in the ChargeAfter group of companies;
- providers of software, data management and storage, data analytics, hosting, sales and marketing, product engineering and design, customer support, anti-fraud, security, and other service providers who help us with parts of our business operations
- financial institutions with whom we have joint marketing agreements
- non-affiliated third parties that market financial services
- law enforcement, government officials, advisors, and other third parties, as needed to help us comply with applicable law; to respond to court orders, regulator requests or other legal process required by law; to defend against legal claims or demands; and when we believe that such disclosure is necessary to protect against threats to any person's contractual rights, property, or personal safety
- other entities, as needed in the event of a potential or actual change of control, merger, acquisition, purchase of all or substantially all of our assets, consolidation, restructuring, financing, bankruptcy, or comparable event relating to all or some portion of ChargeAfter
- unaffiliated third parties for marketing purposes

Certain states that require us to obtain your affirmative consent before we can share your nonpublic personal information with unaffiliated third parties who do not assist us in servicing you. We comply with these requirements.

How can you restrict our sharing

You may choose not to provide your Personal Information to us; however, you will not be able to use the Services. You may also limit our sharing of your Personal Information in other ways, described below.

To discontinue marketing communications from us, or to discontinue sharing your Personal Information for non-affiliates to market to you, contact us using the contact information below. If you

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are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

You may unsubscribe from marketing emails by clicking the “Unsubscribe” link in the email footer or by contacting the sender.

You may modify browser settings to decline cookies, but certain features of the Services may not function properly or may be unavailable if you do. For more information on cookies and how to disable them, consult the information provided by the Interactive Advertising Bureau at www.allaboutcookies.org.

Some cookies that we use are from third party companies, such as Facebook, Google, and LinkedIn. These cookies provide us with analytics and intelligence which we may use to provide targeted ads. These companies use programming code to collect information about your interaction with our website, such as the pages you visit, the links you click on and how long you are on our website. For more information on how these companies collect and use information on our behalf, please refer to Facebook’s Data Policy, Google’s Privacy & Terms Facebook’s [Data Policy](#), Google’s [Privacy & Terms](#), and LinkedIn’s [Privacy Policy](#).

We also use the following service providers, among others, to collect internet, application, and network activity information from you when you interact with ChargeAfter. Please use the links below to view their terms of use, privacy policies, and opt out procedures.

In addition, you may opt out of certain interest-based advertising by using the following resources:

- You may opt-out of tracking and receiving tailored advertisements on your mobile device by some mobile advertising companies and other similar entities by downloading the App Choices app at www.aboutads.info/appchoices.
- You may opt-out of receiving permissible targeted advertisements by using the NAI Opt-out tool available at optout.networkadvertising.org or visiting About Ads.
- You may opt-out of having your activity on our Products made available to Google Analytics by installing the Google Analytics opt-out add-on for your web browser by visiting: tools.google.com/dlpage/gaoptout for your web browser.
- You may modify browser settings to decline cookies, but certain features of the Services may not function properly or may be unavailable if you do. For more information on cookies and how to disable them, consult the information provided by the Interactive Advertising Bureau at www.allaboutcookies.org.

We also use the following service providers, among others, to collect internet, application, and network activity information from you when you interact with ChargeAfter. Please use the links below to view their terms of use, privacy policies, and opt out procedures.

- Mixpanel:
 - [Terms of Use](#)
 - [Privacy Policy](#)
 - Opt out: Mixpanel respects [Do Not Track](#) settings in web browsers. Follow the instructions in [this guide](#) to prevent your browser from sending data to Mixpanel.
- FullStory
 - [Terms of Use](#)
 - [Privacy Policy](#)
 - [Opt out](#)

Even after you opt-out or update your marketing preferences, please allow us sufficient time to process your marketing preferences. Unless otherwise required to process your requests earlier by law, it may take up to 5 days to process your opt out requests in relation to receipt of electronic marketing materials such as emails and SMS, and up to 30 days for all other marketing-related requests.

How long we retain Personal Information

We will retain Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy and as permitted or required by applicable laws and contracts. As detailed below, we will delete your Personal Information in order to comply with a valid deletion request.

How we protect Personal Information

We have implemented technical, organizational and security measures designed to protect your Personal Information. However, we cannot guarantee the security of Personal Information. In addition, we do not accept responsibility for the security of information that is not within our control, such as when you send it by email or through third-party communication channels. We encourage all individuals to keep watch for communications that are suspicious and report any suspicious activity to us as soon as possible. If you suspect any misuse or unauthorized access to your Personal Information, please let us know immediately.

Age restrictions

The Services are intended for individuals who are at least 18 years of age, or such greater age as is necessary to enter into contracts. If you are under 18 years of age, you may not use the Services. If you believe we may have Personal Information regarding a person under the age of 18, please let us know immediately.

ChargeAfter does not knowingly share for targeted advertising purposes the personal information of minors under 16 years of age.

Links to other websites

When you use a link to go to another website or service that is independent from ChargeAfter, our Privacy Policy does not apply. Please consult the privacy policies on these sites before you provide them with any of your personal information. You agree that we are not responsible for the collection, use or sharing of your information by any third party.

International data transfer

We may transfer your Personal Information from the United States to other countries or jurisdictions, in accordance with applicable laws.

Changes to the Privacy Policy

You are responsible for reviewing this Privacy Policy regularly. We may modify the Privacy Policy from time to time, at our sole discretion. If we decide to make material changes, we will notify you by posting those changes to our website and updating the “last revised” date. Unless otherwise stated, any modifications will go into immediate effect after they have been posted. Your continued interaction with ChargeAfter after we post any changes constitutes your consent to the updated Privacy Policy.

Notice to individuals located outside the U.S.



The Services are directed to individuals located in the United States and its territories, and our policies are directed at compliance with applicable laws. If you are located outside the United States or its territories, you should NOT submit personal information to us. If you voluntarily submit personal information to us, you thereby consent to the general use of such information as provided in this Privacy Policy.

ChargeAfter contact information

If you have any questions, comments, or complaints about this Privacy Policy or you would like to exercise your privacy rights, please do not hesitate to contact us.

Email: privacy@chargeafter.com

Website: <https://chargeafter.com>

Telephone: (855) 714-1118

Mailing Address: ChargeAfter, 12 W 27th St, Floor 11, New York, NY 10001

UK / EEA PRIVACY POLICY

Last Updated: Feb., 27, 2023

This privacy policy (“**Privacy Policy**”) governs how we, **ChargeAfter UK, Ltd.** (“**ChargeAfter**,” “**we**,” “**our**” or “**us**”) uses, collects and stores Personal Data we collect or receive from or about you (“**you**”) as a data controller, such as in the following circumstances:

- when you visit or interact with our website, ChargeAfter.com (the “**Website**”), including:
 - when you submit an individual question or request
 - when you provide us with your contact information
 - when you subscribe to our distribution lists, newsletters, or blogs
 - when you log into a business account
- when you provide us with your Personal Data for the purpose of marketing and sales communications
- when we acquire your Personal Data from third-party sources (such as lead-generation companies)
- when you interact with us on our social media profiles (e.g., LinkedIn)
- when we receive your job application

Please read this Privacy Policy carefully, so you can understand our practices and your rights in relation to your Personal Data. “**Personal Data**” means any information that can be used, alone or together with other data, to uniquely identify any living human being.

Please note that when we act as a data processor, we will only process Personal Data as directed by the data controller. For example, if you provide your Personal Data to a merchant who uses our software, the Merchant is the controller of this data. The merchant may share the data with ChargeAfter as its data processor, and ChargeAfter may use the data only as directed by the merchant. If you proceed to accept the privacy policy of a financing provider (“**Provider**”), the Provider also becomes a controller of your Personal Data, and it too may share data with ChargeAfter as its data processor. With respect to the financing offer, you will interact directly with the Provider, and your legal relationship will be directly between yourself and the Provider and subject to the Provider’s terms, conditions, and privacy policies. For more information on the collection and use of your Personal Data by specific merchants and Providers, please refer to their privacy policies, which are available on their websites.

Charge After

This Privacy Policy may be updated from time to time. Therefore, we ask you to check back periodically for the latest version. If we implement significant changes to the use of your Personal Data in a manner different from that stated at the time of collection, we will notify you by posting a notice on our website or by other means.

Nothing in this Privacy Policy is intended to limit in any way your statutory rights, including your rights to a remedy or means of enforcement.

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1. What Information We Collect, Why We Collect It, and How It Is Used

Use case	Specific Personal Data we collect	Purpose	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Data	Retention period	Consequences if you do not provide the Personal Data
When you provide us with your contact information	Name, employer name, work email address, work telephone number	To market to you	Consent	Providers of software, data management and storage, hosting, sales and marketing	Deleted after 7 years without related activity	We may not be able to contact you.
When you subscribe to our distribution lists, newsletters, or blogs	Email address	To market to you	Consent	Providers of software, data management and storage, data analytics, hosting, sales and marketing	Deleted after 3 years without related activity	We may not be able to provide the subscription you requested.
When you log into a business account	Business email address	To protect your information	Consent	Providers of software, data management and storage, data analytics, hosting, sales and marketing, customer support, anti-fraud, security	Deleted after 3 years without related activity	You may not be able to log in.
When we acquire your Personal Data from third-party sources (such as lead-generation companies)	Name, employer name, work email address, work telephone number	To market to you	Consent	Providers of software, data management and storage, data analytics, hosting, sales and marketing	Deleted after 3 years without related activity	We may not be able to contact you.

Charge After

Use case	Specific Personal Data we collect	Purpose	Legal basis (GDPR only, if applicable)	Third parties with whom we share your Personal Data	Retention period	Consequences if you do not provide the Personal Data
When we receive your job application	Name, email address, physical address, telephone number, national identification number, date of birth, sanctions status; education, employment, credit, and criminal history	To evaluate your application for employment and perform due diligence	Consent	Providers of software, data management and storage, hosting, security	If hired: Retained for length of employment and 7 years after separation If not hired: 5 years after notice to applicant	We may not be able to evaluate you for employment.

In addition to the above, when you visit the Website, we use cookies as described to visitors in the Cookie Settings banner that is presented there.

Finally, please note that some of the above-mentioned Personal Data will be used for detecting, taking steps to prevent, and prosecution of fraud or other illegal activity, to identify and repair errors, to conduct audits, and for security purposes. Personal Data may also be used to comply with applicable laws, with investigations performed by the relevant authorities, law enforcement purposes, and/or to exercise or defend legal claims. In certain cases, we may or will anonymize or de-identify your Personal Data and further use it for internal and external purposes, including, without limitation, to improve the services and for research purposes. “**Anonymous Information**” means information which does not enable identification of an individual user, such as aggregated information about the use of our services. We may use Anonymous Information and/or disclose it to third parties without restrictions (for example, in order to improve our services and enhance your experience with them).

2. How We Protect And Retain Your Information

- 2.1. Security. We have implemented appropriate technical, organizational and security measures designed to protect your Personal Data. However, please note that we cannot guarantee that the information will not be compromised as a result of unauthorized penetration of our servers. As the security of information depends in part on the security of the computer, device or network you use to communicate with us and the security you use to protect your user IDs and passwords, please make sure to take appropriate measures to protect this information.
- 2.2. Retention of your Personal Data. In addition to the retention periods mentioned above, please note that in some circumstances we may store your Personal Data for longer periods of time, for example (i) where we are required to do so in accordance with legal, regulatory, tax or accounting requirements, or (ii) for us to have an accurate record of your dealings with us in the event of any complaints or challenges, or (iii) if we reasonably believe there is a prospect of litigation relating to your Personal Data or dealings. We have an internal data retention policy to ensure that we do not retain your Personal Data perpetually.

3. How We Share Your Personal Data

In addition to the recipients described above, we may share your Personal Data as follows:

- with our affiliated companies and business partners with whom we jointly offer products or services;
- with regulators, courts, or competent authorities to comply with applicable laws, regulations and rules (including, without limitation, federal, state or local laws), and requests of law enforcement, regulatory and other governmental agencies or if required to do so by court order;
- with a third party in connection with any future occurrence where we sell or transfer, or we consider selling or transferring, some or all of our business, shares or assets to such third party;
- transferring, disclosing, or assigning to a third party in connection with any actual or potential merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or to a third party, or bankruptcy or comparable event;
- where you have provided your consent (e.g., where you provide us with marketing consents or opt in to additional services or functionalities).

4. Additional Information Regarding Transfers of Personal Data

- 4.1. Storage: We store the Personal Data with the following storing companies:
 - MongoDB, 1633 Broadway 38th floor, New York, NY 10019, United States
 - Mixpanel Inc., 1 Front St Ste 2800, San Francisco, CA 94111
 - Fullstory Inc., 1745 Peachtree St NW Ste G, Atlanta, GA 30309
- 4.2. External transfers: Where we transfer your Personal Data outside of the EU and European Economic Area (EEA) (for example to third parties who provide us with services), the transfers rely on (a) Adequacy Decisions as adopted by European Commission on the basis of Article 45 of Regulation (EU) 2016/679 (GDPR) or (b) Standard Contractual Clauses issued by the European Commission. We also continually monitor the circumstances surrounding such transfers in order to ensure that these maintain, in practice, a level of protection that is essentially equivalent to the one guaranteed by the GDPR.

5. Cookies

When you visit the Website, we use “cookies” and similar technologies, which store small amounts of information on your computer or device, for a number of different purposes. You can find more details about this in the Cookie Settings banner that is presented when you visit the Website. The information there forms part of this Privacy Policy.

6. Your Privacy Rights

- 6.1. Rights: The following rights (which may be subject to certain exemptions or derogations) apply to individuals protected by the GDPR:
 - You have a right to access Personal Data held about you. Your right of access may normally be exercised free of charge, however we reserve the right to charge an appropriate administrative fee where permitted by applicable law.
 - You have the right to request that we rectify any Personal Data we hold that is inaccurate or misleading.
 - You have the right to request the erasure of your Personal Data from our records. Please note that there may be circumstances in which we are required to retain your Personal Data, for example for the establishment, exercise or defense of legal claims.
 - You have the right to object, to or to request restriction, of the processing.
 - You have the right to data portability. This means you may receive your Personal Data in a structured, commonly used and machine-readable format, and that you have the right to transmit that data to another controller.
 - You have the right to object to profiling.
 - You have the right to withdraw your consent at any time. Please note that there may be circumstances in which we are entitled to continue processing your data, in particular if the processing is required to meet our legal and regulatory obligations. Also, please note that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.
 - At any time, you have the right to lodge a complaint with your local data protection supervisory authority or before the relevant institutions in your place of residence. We ask that you please attempt to resolve any issues with us before you contact your local supervisory authority or relevant institution.
- 6.2. You can exercise your rights by contacting us using the email address or telephone number below. You may use an authorized agent to submit a request on your behalf if you provide the authorized agent written permission signed by you. To protect your privacy, we may take steps to verify your identity before fulfilling your request. Subject to legal and other permissible considerations, we will make every reasonable effort to honor your request promptly in accordance with applicable law or inform you if we require further information

in order to fulfill your request. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive. In the event that your request would adversely affect the rights and freedoms of others (for example, would impact the duty of confidentiality we owe to others) or if we are legally entitled to deal with your request in a different way than initially requested, we will address your request to the maximum extent possible, all in accordance with applicable law.

7. Use by Children

We do not intend to offer information society services directly to children. We do not offer our products or services for use by children and, therefore, we do not knowingly collect Personal Data from or about children under the age of eighteen (18). If you are under the age of eighteen (18), do not provide any Personal Data to us. In the event that we become aware that you provide Personal Data in violation of applicable privacy laws, we reserve the right to delete it. If you believe that we might have any such information, please contact us using the email address or telephone number below.

8. Interaction with Third Party Services

We enable you to interact with third party software, products, and services that are not owned or controlled by us (each a “**Third Party Service**”). We are not responsible for the privacy practices or the content of such Third Party Services. Please be aware that Third Party Services can collect Personal Data from you. Accordingly, we encourage you to read the terms and conditions and privacy policies of each Third Party Service.

9. Analytic Tools

- **Google Analytics.** The Website uses a tool called “**Google Analytics**” to collect information about use of the Website. Google Analytics collects information such as how often users visit this Website, what pages they visit when they do so, and what other websites they used prior to coming to this Website. We use the information we get from Google Analytics to maintain and improve the Website and our products. We do not combine the information collected through the use of Google Analytics with Personal Information we collect. Google’s ability to use and share information collected by Google Analytics about your visits to this Website is restricted by the Google Analytics Terms of Service, available at <https://marketingplatform.google.com/about/analytics/terms/us/>, and the Google Privacy Policy, available at <http://www.google.com/policies/privacy/>. You may learn more about how Google collects and processes data specifically in connection with Google Analytics at <http://www.google.com/policies/privacy/partners/>. You may prevent your data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout/>.
- **Advertising Partners.** With your consent, the Website uses third party advertising partners to set technologies and other tracking tools to collect information regarding your activities and your device (e.g., your IP address, mobile/website identifiers, page(s) visited, location, time of day). We also combine and share such information and other information (such as demographic information and past purchase history) with third party advertising partners. These advertising partners will use this information (and similar information collected from other websites) for purposes of delivering targeted advertisements to you when you visit third party websites within their networks. This practice is commonly referred to as “interest-based advertising” or “online behavioral advertising. We allow access to other data collected by the services to share information that may be useful, relevant, valuable or otherwise of interest to you. If you prefer not to share your Personal Information with third party advertising partners, you may withdraw your consent at any time.



We reserve the right to remove or add new analytic tools.

10. Contact Us

If you have any questions, concerns or complaints regarding our compliance with this Privacy Policy and the data protection laws, or if you wish to exercise your rights, we encourage you to first contact us via email at privacy@chargeafter.com or by phone at 001-855-714-1118.

Website: <https://chargeafter.com>

Mailing Address: Tower Bridge House, St Katharine's Way, London, E1W 1DD UK

CANADA PRIVACY POLICY (English)

Last revised: November 8, 2022

At ChargeAfter, we protect you by complying with all applicable privacy and data protection laws.

Please read this Privacy Policy carefully. If you do not agree to this Privacy Policy, please discontinue your interaction with ChargeAfter immediately.

ChargeAfter, Inc. (together with our affiliates, “ChargeAfter,” “we,” “us,” or “our”) is a technology service provider to businesses that sell products and services to consumers (“Merchants”). We provide Merchants with a proprietary software application (the “Platform”) that connects their consumers with participating credit and leasing providers (together, “Providers”) at the point of sale (the “Services”). **Consumers don’t pay for the Services. We aren’t a Merchant. We don’t make loans or offer leases.**

If you accept a financing offer, you will interact directly with the Provider that made the offer. Your legal relationship will be directly between yourself and the Provider and subject to the Provider’s terms, conditions, and privacy policies.

We don’t accept, and expressly disclaim, any responsibility or liability for the terms and conditions, privacy policy, or actions or inactions of Providers and Merchants. For more information on the collection and use of your Personal Information by specific Merchants and Providers, please refer to their privacy policies, which are available on their websites.

As used in this Privacy Policy, “**Personal Information**” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with a particular individual or household (including, but not limited to, first and last name, phone number, email address, online identifiers, IP address, and information concerning electronic devices).

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■ **Agreement**

By visiting the Platform, making use of the Services, using our website, or engaging with our social media, you consent to our information handling practices in accordance with this Privacy Policy. Providing Personal Information or authorizing a third party to disclose Personal Information to us also signifies your consent to this Privacy Policy. You have the right to withdraw your consent, but this may limit our ability to provide you with our Services.

■ **How we collect Personal Information**

We collect Personal Information from the following sources:

- from you directly, when you provide your Personal Information to us, such as when you make a purchase from a Merchant that uses our Services and you request a financing offer; when you contact ChargeAfter customer support; when you apply for employment; or when you interact with us via our website (ChargeAfter.com)
- from your device, our Platform, or our website, directly or via third-party providers, which may include the use of Cookies (as detailed below)
- from other third-parties whom you have authorized to disclose Personal Information to us
- from the business that you are associated with, such as when the business applies to use the Platform or uses our online portal, also known as the Merchant Dashboard
- from social media partners when you interact with us on their platforms (including Facebook and LinkedIn)

■ **What Personal Information we collect**

We collect the following Personal Information:

- *Personal Identifiers*: This includes your name, date of birth, and other similar identifiers.
- *Contact Information*: This includes your email address, telephone number and other similar information that allows us to communicate with you.
- *Government Identifiers*: This includes your Social Insurance Number and other similar identifiers.

- *Financial Information*: This includes income and paycheck frequency, housing status or similar information, credit card details, and bank account details.
- *Online and Computer Identifiers*: This includes your IP address, MAC address, device type, or other similar identifiers.
- *Commercial information*: This includes products or services purchased, obtained, or considered, and other purchasing or consuming histories or tendencies.
- *Geolocation Data*: This includes any information used to identify your physical location or movements.
- *Internet and Application Activity*: This includes information regarding the type of the operating system and device used to access the Services, date and time stamp, language preferences, approximate geolocation.
- *Audio, Electronic, Visual, or Similar Information*: This includes call recordings or similar information.
- *Other Information*: This includes other information you voluntarily provide.

■ **Why we collect Personal Information**

We use the Personal Information we collect to:

- provide, personalize, and improve our Services
- communicate with you, including for marketing, service-related purposes, or to respond to your requests or inquiries
- meet legal and regulatory requirements
- comply with contractual obligations, industry standards, and our policies
- resolve disputes
- enforce this Privacy Policy, the Terms of Use, and any other terms you have agreed to
- protect or enforce the rights, property, and safety of ChargeAfter and others
- protect the security and integrity of our databases and Services

After you have used the Services once, we may prefill your Personal Information on the Platform when you use the Services again, at any Merchant, after authenticating your identity.

See “**How can you restrict our sharing,**” below, for information on how to opt-out of marketing communications from us.

■ **How we share Personal Information**

We share Personal Information with third parties in the following categories:

- our affiliates in the ChargeAfter group of companies;
- providers of software, data management and storage, data analytics, hosting, sales and marketing, product engineering and design, customer support, anti-fraud, security, and other service providers who help us with parts of our business operations
- law enforcement, government officials, advisors, and other third parties, as needed to help us comply with applicable law; to respond to court orders, regulator requests or other legal process required by law; to defend against legal claims or demands; and when we believe that such disclosure is necessary to protect against threats to any person’s contractual rights, property, or personal safety
- other entities, as needed in the event of a potential or actual change of control, merger, acquisition, purchase of all or substantially all of our assets, consolidation, restructuring, financing, bankruptcy, or comparable event relating to all or some portion of ChargeAfter
- other third parties but only if you consent or direct us to do so

■ **How can you restrict our sharing**

You may choose not to provide your Personal Information to us; however, you will not be able to use the Services. You can also limit our sharing of your Personal Information in other ways, described below.

To discontinue marketing communications from us, or to discontinue sharing your Personal Information for non-affiliates to market to you, contact us using the contact information below. If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

You may unsubscribe from marketing emails by clicking the “Unsubscribe” link in the email footer or by contacting Customer Service. We will still be permitted to contact you for servicing and account-related purposes.

You can modify browser settings to decline cookies, but certain features of the Services may not function properly or may be unavailable if you do. For more information on cookies and how to disable them, consult the information provided by the Interactive Advertising Bureau at www.allaboutcookies.org.

Some cookies that we use are from third party companies, such as Facebook, Google, and LinkedIn. These cookies provide us with analytics and intelligence which we may use to provide targeted ads. These companies use programming code to collect information about your interaction with our website, such as the pages you visit, the links you click on and how long you are on our website. For more information on how these companies collect and use information on our behalf, please refer to Facebook’s Data Policy, Google’s Privacy & Terms Facebook’s [Data Policy](#), Google’s [Privacy & Terms](#), and LinkedIn’s [Privacy Policy](#).

We also use the following service providers, among others, to collect internet, application, and network activity information from you when you interact with ChargeAfter. Please use the links below to view their terms of use, privacy policies, and opt out procedures.

- Mixpanel:
 - [Terms of Use](#)
 - [Privacy Policy](#)
 - Opt out: Mixpanel respects [Do Not Track](#) settings in web browsers. Follow the instructions in [this guide](#) to prevent your browser from sending data to Mixpanel.
- FullStory
 - [Terms of Use](#)
 - [Privacy Policy](#)
 - [Opt out](#)

Your browser or device may include “Do Not Track” functionality. Note that our information collection and disclosure practices, and the choices that we provide to customers, will continue to operate as described in this Privacy Policy whether or not a Do Not Track signal is received.

Even after you opt-out or update your marketing preferences, please allow us sufficient time to process your marketing preferences. Unless otherwise required to process your requests earlier by law, it may take up to 5 days to process your opt out requests in relation to receipt of electronic marketing materials such as emails and SMS, and up to 30 days for all other marketing-related requests.

■ **Accessing, correcting or deleting your Personal Information**

You may use the contact information below to exercise your right to a statement of whether or not ChargeAfter holds Personal Information about you, to request an account of the use that has been made or is being made of this information, to request an account of the third parties to which it has been disclosed, to request access to that information, to challenge the accuracy and completeness of the information, and to have it amended or deleted. We will assist with this in a timely manner. Your request may be verified or retained if we have legal basis for doing so.

■ **How long we retain Personal Information**

We will retain Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy and as permitted or required by applicable laws and contracts. As detailed below, we will delete your Personal Information in order to comply with a valid deletion request.

■ **How we protect Personal Information**

We have implemented technical, organizational and security measures designed to protect your Personal Information. However, we cannot guarantee the security of Personal Information. In addition, we do not accept responsibility for the security of information that is not within our control, such as when you send it by email or through third-party communication channels. We encourage all individuals to keep watch for communications that are suspicious and report any suspicious activity to us as soon as possible. If you suspect any misuse or unauthorized access to your Personal Information, please let us know immediately.

■ **Age restrictions**

The Services are intended for individuals who are at least 18 years of age, or such greater age as is necessary to enter into contracts. If you are under 18 years of age, you may not use the Services. If you believe we may have Personal Information regarding a person under the age of 18, please let us know immediately.

■ **Links to other websites**

When you use a link to go to another website or service that is independent from ChargeAfter, our Privacy Policy does not apply. Please consult the privacy policies on these sites before you provide them with any of your personal information. You agree that we are not responsible for the collection, use or sharing of your information by any third party.

■ **International data transfer**

We may transfer your Personal Information from Canada to the United States and other countries or jurisdictions in which our affiliates, service providers, and data servers are located. Personal Information is subject to the laws of the jurisdictions where it is located and accessed, which may be different from the privacy laws in Canada. For example, there are different laws regarding government access to Personal Information. If you require further information about such data transfers, please contact us.

■ **Changes to the Privacy Policy**

You are responsible for reviewing this Privacy Policy regularly. We may modify the Privacy Policy from time to time, at our sole discretion. If we decide to make material changes, we will notify you by posting those changes to our website and updating the “last revised” date. Unless otherwise stated, any modifications will go into immediate effect after they have been posted. Your continued interaction with ChargeAfter after we post any changes constitutes your consent to the updated Privacy Policy.

■ Notice to individuals outside of Canada / governing law

The Services are directed to individuals located in Canada, and our policies are directed at compliance with the laws of Canada. If you are located outside Canada, you should NOT submit Personal Information to us. If you voluntarily submit Personal Information to us, you thereby consent to the general use of such information as provided in this Privacy Policy and to the transfer of that information to, and/or storage of that information in, other countries or jurisdictions, in accordance with applicable laws.

The terms of this Privacy Policy are governed by the laws of Ontario and the federal laws of Canada applicable herein.

■ ChargeAfter contact information

If you have any questions, comments, or complaints about this Privacy Policy or you would like to exercise your privacy rights, please do not hesitate to use the information below to contact our Privacy Officer. In addition, you may use this contact information to withdraw your consent for our use and collection of your Personal Information at any time, though this may limit our ability to provide services to you.

Email: privacy@chargeafter.com

Website: <https://chargeafter.com>

Telephone: (888) 760-3384

Mailing Address: ChargeAfter, 12 W 27th St, Floor 11, New York, NY 10001

CANADA PRIVACY POLICY (French) / POLITIQUE DE CONFIDENTIALITÉ

Dernière révision : 8 novembre 2022

ChargeAfter vous protège en se conformant à toutes les lois applicables en matière de confidentialité et de protection des données.

Veillez lire la présente Politique de confidentialité attentivement. Si vous n'êtes pas d'accord avec la présente Politique de confidentialité, veuillez cesser d'interagir avec ChargeAfter immédiatement.

ChargeAfter, Inc. (collectivement avec nos sociétés affiliées, «**ChargeAfter**», «**nous**» ou «**notre**») est un fournisseur de services technologiques aux entreprises qui vendent des produits et des services aux consommateurs (les «**commerçants**»). Nous fournissons aux commerçants une application logicielle propriétaire (la «**plateforme**») qui met en relation leurs consommateurs avec des fournisseurs de crédit et de crédit-bail participants (collectivement, les «**fournisseurs**») au point de vente (les «**services**»). **Les consommateurs ne paient pas pour les services. Nous ne sommes pas un commerçant. Nous n'offrons pas de prêts ni de locations.**

Si vous acceptez une offre de financement, vous interagirez directement avec le fournisseur qui a fait l'offre. Vous aurez alors une relation juridique avec le fournisseur et les conditions générales et politiques de confidentialité du fournisseur seront applicables à vous.

Nous n'acceptons pas, et déclinons expressément, toute responsabilité liée aux conditions générales, à la politique de confidentialité, et aux actions ou inactions des commerçants et des fournisseurs. Pour obtenir de plus amples renseignements concernant la collecte et l'utilisation de vos renseignements personnels par des commerçants et des fournisseurs spécifiques, veuillez vous référer à leurs politiques de confidentialité, disponibles sur leurs sites Web.

Dans le cadre de la présente politique de confidentialité, «**renseignements personnels**» désigne les renseignements qui identifient, concernent, décrivent, peuvent être associés ou pourraient raisonnablement être liés à un individu ou un ménage particulier (y compris, mais sans s'y limiter, le nom et le prénom, le numéro de téléphone, l'adresse de courriel, les identifiants en ligne, l'adresse IP et les renseignements relatifs aux appareils électroniques).

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- **Accord**

En vous rendant sur la plateforme, en faisant usage des services, en utilisant notre site Web ou en participant à nos réseaux sociaux, vous consentez à nos pratiques de traitement des renseignements personnels conformément à la présente politique de confidentialité. En fournissant vos renseignements personnels ou en autorisant un tiers à nous les divulguer, vous acceptez la présente Politique de confidentialité. Vous avez le droit de retirer votre consentement, mais cela peut limiter notre capacité à vous fournir nos services.

■ **Méthode de collecte des renseignements personnels**

Nous recueillons des renseignements personnels auprès des sources suivantes :

- directement auprès de vous, lorsque vous nous fournissez vos renseignements à personnels, par exemple lorsque vous effectuez un achat auprès d'un commerçant qui utilise nos services et que vous demandez une offre de financement, lorsque vous communiquez avec le service de soutien à la clientèle de ChargeAfter, lorsque vous postulez à un emploi, lorsque vous interagissez avec nous par l'intermédiaire de notre site Web (ChargeAfter.com)
- à partir de votre appareil, de notre plateforme ou de notre site Web, directement ou par l'intermédiaire de fournisseurs tiers (tels que décrits ci-dessous)
- auprès d'autres tiers que vous avez autorisés à nous divulguer vos renseignements personnels
- auprès de l'entreprise à laquelle vous êtes associé, par exemple lorsque l'entreprise demande à utiliser la plateforme ou utilise notre portail en ligne, également connu sous le nom de tableau de bord du commerçant
- auprès de partenaires de réseaux sociaux lorsque vous interagissez avec nous sur leurs plateformes (notamment Facebook et LinkedIn)

■ **Type de renseignements personnels recueillis**

Nous recueillons les renseignements personnels suivants :

- *Identificateurs personnels* : Cela inclut votre nom, votre date de naissance et d'autres identificateurs semblables.
- *Coordonnées* : Cela inclut votre adresse de courriel, votre numéro de téléphone et d'autres renseignements similaires nous permettant de communiquer avec vous.
- *Identificateurs gouvernementaux* : Cela comprend votre numéro d'assurance et d'autres identificateurs semblables.
- *Renseignements financiers* : Il s'agit notamment des revenus et de la fréquence des chèques de paie, de la situation en matière de logement ou de renseignements semblables, des informations relatives à la carte de crédit et au compte bancaire.
- *Identifiants en ligne et informatiques* : Il s'agit notamment de votre adresse IP, de votre adresse MAC, du type d'appareil ou d'autres identifiants semblables.
- *Renseignements commerciaux* : Ils comprennent les produits ou services achetés, obtenus ou consultés, ainsi que d'autres historiques ou tendances d'achat ou de consommation.
- *Données de géolocalisation* : Ils comprennent tous les renseignements utilisés pour déterminer votre localisation physique ou vos déplacements.
- *Activité sur Internet et sur les applications* : Il s'agit des renseignements concernant le type de système d'exploitation et d'appareil utilisé pour accéder aux services, l'horodatage, les préférences linguistiques et la géolocalisation approximative.
- *Renseignements audio, électroniques, visuels ou semblables* : Il s'agit notamment d'enregistrements d'appels ou de renseignements semblables.
- *Autres renseignements* : Ils incluent d'autres renseignements que vous fournissez volontairement.

■ **Motifs de collecte des renseignements personnels**

Nous utilisons les renseignements personnels que nous recueillons pour :

- fournir, personnaliser et améliorer nos services
- communiquer avec vous, notamment à des fins de commercialisation ou liées à nos services, ou pour répondre à vos demandes ou requêtes
- nous conformer aux exigences légales et réglementaires
- nous conformer aux obligations contractuelles, aux normes de l'industrie et à nos politiques
- résoudre les litiges
- appliquer la présente Politique de confidentialité, les conditions d'utilisation et toutes les autres conditions que vous avez acceptées
- protéger ou faire respecter les droits, la propriété et la sécurité de ChargeAfter et d'autres personnes
- assurer la sécurité et l'intégrité de nos bases de données et de nos services

Une fois que vous avez utilisé les services, nous pouvons pré-remplir vos renseignements personnels sur la plateforme lorsque vous utilisez à nouveau les services, chez n'importe quel commerçant, après que vous avez confirmé votre identité.

Voir la rubrique « **Limitation du partage des renseignements personnels** » ci-dessous, pour savoir comment vous désabonner de nos communications marketing.

■ **Méthode de partage des renseignements personnels**

Nous partageons des renseignements personnels avec des tiers suivants :

- les sociétés affiliées du groupe de sociétés ChargeAfter;
- les fournisseurs de logiciels, de gestion et d'entreposage de données, d'analyse de données, d'hébergement, de ventes et de commercialisation, d'ingénierie et de conception de produits, d'assistance à la clientèle, de services de lutte contre la fraude, de sécurité et d'autres fournisseurs de services qui nous aident dans certains domaines de nos activités commerciales
- les autorités chargées de l'application des lois, les fonctionnaires, les conseillers et d'autres tiers, dans la mesure où cela nous permet de respecter la loi applicable, les ordonnances des tribunaux, les demandes des autorités de réglementation ou toute autre procédure légale, de nous défendre contre des poursuites ou des demandes en justice, et lorsque nous pensons qu'une telle divulgation est nécessaire pour nous protéger contre les menaces pesant sur les droits contractuels, la propriété ou la sécurité personnelle de toute personne
- d'autres entités, le cas échéant, en cas de changement de contrôle, de fusion, d'acquisition, d'achat de la totalité ou de la quasi-totalité de nos actifs, de consolidation, de restructuration, de financement, de faillite ou d'événement comparable, potentiel ou réel, concernant la totalité ou une partie de ChargeAfter
- d'autres tiers, mais uniquement si vous y consentez ou si vous nous demandez de le faire

■ **Limitation du partage des renseignements personnels**

Vous pouvez choisir de ne pas nous fournir vos renseignements personnels; toutefois, dans un tel cas, vous ne pourrez pas utiliser les services. Vous pouvez également restreindre le partage de vos renseignements personnels par d'autres moyens, décrits ci-dessous.

Vous pouvez refuser toutes les communications marketing de notre part en communiquant avec nous en utilisant nos coordonnées ci-dessous. Vous pouvez vous désabonner des courriels de commercialisation en cliquant sur le lien « Se désabonner » dans le pied de page du courriel ou en communiquant avec le service client. Nous serons toujours autorisés à vous communiquer avec vous à des fins de maintenance et de gestion de votre compte.

Vous pouvez modifier les paramètres de votre navigateur afin de refuser les fichiers témoins; toutefois, dans un tel cas, certaines fonctionnalités des services peuvent ne pas fonctionner correctement ou être indisponibles. Pour obtenir de plus amples informations sur les fichiers témoins et la façon dont vous pouvez les désactiver, consultez les informations fournies par l'Interactive Advertising Bureau à l'adresse www.allaboutcookies.org.

Certains fichiers témoins que nous utilisons proviennent de sociétés tierces, notamment Facebook, Google et LinkedIn. Ces fichiers témoins nous fournissent des analyses et des renseignements que nous pouvons utiliser pour afficher des publicités ciblées. Ces sociétés utilisent un code de programmation permettant de recueillir des renseignements sur votre interaction avec notre site Web, notamment les pages que vous consultez, les liens sur lesquels vous cliquez et le temps que vous passez sur notre site. Pour en savoir plus sur la manière dont ces sociétés recueillent et utilisent les renseignements en notre nom, veuillez vous reporter à la [politique de traitement des données](#) de Facebook à la [politique de confidentialité et aux conditions générales](#) de Google et à la [politique de confidentialité](#) de LinkedIn.

Nous faisons également appel aux fournisseurs de services suivants, entre autres, pour recueillir des renseignements sur l'activité sur Internet, les applications et les réseaux lorsque vous interagissez avec ChargeAfter. Veuillez utiliser les liens ci-dessous pour consulter leurs conditions d'utilisation, leurs politiques de confidentialité et leurs procédures de renonciation.

- Mixpanel :
 - [Conditions d'utilisation](#)
 - [Politique de confidentialité](#)
 - Désactivation du suivi : Mixpanel respecte le choix des utilisateurs qui sélectionnent le paramètre «[Do Not Track](#)» (Ne pas suivre) dans leur navigateur Web. Suivez les instructions de [ce guide](#) pour empêcher votre navigateur d'envoyer des données à Mixpanel.
- FullStory
 - [Conditions d'utilisation](#)
 - [Politique de confidentialité](#)
 - [Renonciation](#)

Votre navigateur ou votre appareil peut inclure la fonctionnalité « Do Not Track » (Ne pas suivre). Veuillez noter que nos pratiques en matière de collecte et de divulgation des renseignements, ainsi que les choix que nous offrons aux clients, continueront à être appliqués comme décrit dans la présente Politique de confidentialité, peu importe si le paramètre « Do Not Track » est activé.

Après avoir désactivé le suivi ou mis à jour vos préférences en matière de commercialisation, nous avons besoin de suffisamment de temps pour traiter vos préférences en matière de commercialisation. À moins que la loi n'exige un traitement plus rapide de vos demandes, le traitement de votre renonciation à la réception de matériel de commercialisation par voie électronique tel que les courriels et les textos peut prendre jusqu'à 5 jours, et le traitement de toutes les autres demandes liées au matériel de commercialisation peut prendre jusqu'à 30 jours.

- Correction, suppression de vos renseignements personnels ou accès à ceux-ci

Vous pouvez utiliser les coordonnées ci-dessous pour exercer votre droit à demander une déclaration indiquant si ChargeAfter détient ou non des renseignements personnels vous concernant, à demander un compte rendu aux tiers auxquels ils ont été divulgués, à demander l'accès à ces renseignements personnels, à contester l'exactitude et l'exhaustivité des renseignements personnels et de les faire

modifier ou supprimer. Nous vous apporterons notre soutien à cet effet en temps opportun. Votre demande peut être vérifiée ou conservée si nous y sommes autorisées légalement.

■ **Durée de conservation des renseignements personnels**

Nous conserverons les renseignements personnels pendant la période nécessaire pour atteindre les objectifs décrits dans la présente Politique de confidentialité et dans la mesure où les lois et contrats applicables le permettent ou l'exigent. Tel qu'indiqué ci-dessous, nous supprimerons vos renseignements personnels si vous nous soumettons une demande valide à cet effet.

■ **Méthode de protection des renseignements personnels**

Nous avons mis en place des mesures techniques, organisationnelles et de sécurité destinées à protéger vos renseignements personnels. Toutefois, nous ne pouvons pas garantir la sécurité des renseignements personnels. En outre, nous ne sommes pas responsables de la sécurité des renseignements qui ne sont pas sous notre contrôle, par exemple lorsque vous les transmettez par courriel ou par des canaux de communication tiers. Nous encourageons tous les individus à rester vigilants à l'égard de communications suspectes et à nous signaler toute activité suspecte le plus tôt possible. Si vous soupçonnez une utilisation abusive de vos renseignements personnels ou un accès non autorisé à vos renseignements personnels, veuillez nous en informer immédiatement.

■ **Restrictions liées à l'âge**

Les services sont destinés à des personnes âgées d'au moins 18 ans, ou ayant l'âge légal pour conclure un contrat. Si vous êtes âgé de moins de 18 ans, vous ne pouvez pas utiliser les services. Si vous pensez que nous pouvons détenir des renseignements personnels concernant une personne âgée de moins de 18 ans, veuillez nous en informer immédiatement.

■ **Liens vers d'autres sites Web**

Lorsque vous utilisez un lien pour vous rendre sur un autre site Web ou accéder à un service indépendant de ChargeAfter, notre Politique de confidentialité ne s'applique pas. Veuillez consulter les politiques de confidentialité de ces sites avant de leur fournir vos renseignements personnels. Vous convenez que nous ne sommes pas responsables de la collecte, de l'utilisation ou du partage de vos renseignements personnels par un tiers.

■ **Transfert international de données**

Nous pouvons transférer vos renseignements personnels du Canada aux États-Unis et à d'autres pays ou juridictions dans lesquels se trouvent nos sociétés affiliées, nos fournisseurs de services et nos serveurs de données. Les renseignements personnels sont assujettis aux lois des juridictions du pays où ils se trouvent et à partir duquel on y accède, lesquelles peuvent être différentes des lois sur la protection de la vie privée en vigueur au Canada. Par exemple, il existe différentes lois régissant l'accès du gouvernement aux renseignements personnels. Si vous souhaitez obtenir des renseignements sur ces transferts de données, veuillez communiquer avec nous.

■ **Modifications de la Politique de confidentialité**

Il vous incombe de consulter régulièrement la présente Politique de confidentialité. Nous pouvons modifier la Politique de confidentialité à tout moment, à notre seule discrétion. Si nous décidons d'apporter des modifications importantes à la Politique de confidentialité, nous vous en informerons en publiant ces modifications sur notre site Web et en mettant à jour la date de la « dernière révision ». Sauf indication contraire, toute modification entrera en vigueur immédiatement après sa publication.

Votre interaction continue avec ChargeAfter après la publication par nous des modifications signifie que vous consentez à la Politique de confidentialité mise à jour.

- Avis aux utilisateurs en dehors du Canada/Loi applicable

Les services s'adressent à des personnes vivant au Canada, et nos politiques visent à respecter les lois du Canada. Si vous vivez en dehors du Canada, vous ne devez PAS nous soumettre de renseignements personnels. Si vous nous soumettez volontairement des renseignements personnels, vous consentez à l'utilisation générale de ces renseignements tel que prévu dans la présente Politique de confidentialité, au transfert de ces renseignements vers d'autres pays ou juridictions, et à l'entreposage de ces renseignements personnels d'autres pays ou juridictions, conformément aux lois applicables.

Les dispositions de la présente Politique de confidentialité sont régies par les lois de l'Ontario et les lois fédérales du Canada applicables aux présentes.

- Coordonnées de ChargeAfter

Si vous avez des questions, des commentaires ou des plaintes en lien avec la présente politique de confidentialité ou si vous souhaitez exercer vos droits en matière de confidentialité, n'hésitez pas à communiquer avec nous. En outre, vous pouvez utiliser ces coordonnées pour retirer votre consentement à l'utilisation et à la collecte de vos renseignements personnels à tout moment, bien que cela puisse limiter notre capacité à vous fournir les services.

Adresse de courriel : privacy@chargeafter.com

Site Web : <https://chargeafter.com>

Téléphone : (888) 760-3384

Adresse postale : ChargeAfter, 12 W 27th St, Floor 11, New York, NY 10001