

PRIVACY POLICY FOR THE DOCS™ PLATFORM
(Last Updated November 10, 2015)

This Privacy Policy (“Policy”) describes the information gathering and dissemination practices of Red-Card Systems, LLC, a Missouri limited liability company and its affiliates (“RCS”, “we”, “us”, or “our”), in connection with this Website only (the “Website”). Your use of the DOCS™ Platform, including but not limited to the use of RCS’ electronic payment services and remittance advice provided by RCS and services provided in connection therewith (“Payment Services”), which are a part thereof, is governed by our Terms and Conditions, which are incorporated herein. If you have questions or concerns regarding this Policy, please e-mail us at support@ach835.com. Please read this Policy carefully.

Your use of and access to the Website constitutes your agreement and acceptance of the terms of this Policy, and your consent to our collection, use and dissemination of information about you in accordance with its terms. If you do not agree with the terms of this Policy, you should not use this Website. This Policy does not apply to the practices of companies that RCS does not own or control, or to people that RCS does not employ or manage.

1. The Information We Collect.

RCS may collect two (2) different types of information: (1) General Information which cannot be directly associated with a specific user, and (2) Personally Identifiable Information which is any information that personally identifies you.

General Information which we collect may include:

IP Addresses. An IP address is a number assigned to your computer when you connect to the Internet. As part of the protocol of the Internet, web servers can identify your computer by its IP address. In addition, web servers may be able to identify the type of browser and/or type of computer you are using. RCS collects IP addresses and related information for the purposes of system administration, to assess the traffic to the Website and to maintain and improve the Website. We do not link IP addresses to your Personally Identifiable Information. We can and will use IP addresses, however, to identify a user when we feel it is necessary to enforce compliance with our Terms and Conditions or to protect our service, the Website, customers or others.

Site Usage. We may also store information related to your use of the Website, including but not limited to the pages which you looked at, the time you spent on each page, and any other information your computer or mobile device provides to us in relation to your searches and usage of our Website.

Cookies. Cookies are small bits of information that some websites (including the Website) transfer to an individual’s hard drive for research purposes. RCS, and certain third parties with which we contract, may use cookies, web beacons, flash cookies, and other similar applications (collectively “Cookies”) to analyze the traffic, such as total visitors and pages viewed on the Website, prevent fraud and unauthorized use of data, remember your personal preferences, and make improvements based on the data we collect. The use of Cookies has become a standard in the industry, especially for websites that provide any kind of personalized service. Most browsers are initially set up to accept Cookies. You can usually set your browser to refuse Cookies or indicate when a Cookie is being sent. If you refuse Cookies, you may not be able to use some of the functionality of the Website.

Personally Identifiable Information we collect may include your name, address, email address, your organization, your title and phone number. This is generally information which you provide through links or forms that can be used to contact us in order for you to comment, make a complaint, make suggestions and ask questions. We does not currently share, sell, license or transmit this information with third parties without express authorization from you. Additionally, the information you provide in order to enroll in the DOCS™ Platform, and utilize the Payment Services, is considered Personally Identifiable Information, and includes

your name, organization, email address, address, phone number, federal tax identification number, bank account owner, bank account type, bank account routing number and bank account number. We use this information to set up your Payment Services account and to process payments. We also collect information that we receive from you about your electronic transactions using the Payment Services. Such information includes, without limitation, your payment and/or remittance data and history, and information regarding your requests and authorizations for payments to or from, as applicable, third parties. In addition, we collect information from third parties who have requested or otherwise authorized payments to or from you through the Payment Services. We may use your Personally Identifiable Information in order to contact you if issues arise in connection with your enrollment in or use of the Payment Services, or a payment or remittance. To protect access to your account, we will also ask you to verify your identity in the event you contact us for assistance with your account. This information will only be used to verify critical information about you, including your contact information, in relation to your Payment Services account.

2. How We Use Gathered Information

Any General Information which we collect is used internally for administration, troubleshooting, and to help improve the quality of the Website and its design. We may share such aggregated, non-personally identifiable information, such as demographics, with existing and prospective business partners and advertisers. General Information is also used to help us run and maintain the Website, study traffic patterns and generally learn about the usage of the Website.

Personally Identifiable Information which we collect may be used for Website administration, enrollment in and provision of services to you through the DOCS™ Platform, including but not limited to Payment Services (whether by us or by third party providers), and communications with you. At times we must share certain of your Personally Identifiable Information with third party providers in order to provide you with services, including the Payment Services. Our use of your Personally Identifiable Information that you provide us will be in accordance with all applicable laws, including The Health Insurance Portability and Accountability Act of 1996 and The Health Information Technology for Economic and Clinical Health Act, as related to any medical information which we receive in furtherance of providing any services to you. We may also use your e-mail address to send you information about new features and services unless you indicate in an opt-out notice that you do not wish to receive this type of information. We might also use this information to respond to e-mails, provide customer support, enforce the Terms and Conditions or other similar matters. We may also disclose Personally Identifiable Information if we are required to do so by law or we in good faith believe that such action is necessary to (a) comply with the law or with legal process; (b) protect and defend our rights and property; (c) protect against misuse or unauthorized use of the Website; (d) ensure your compliance with the Terms and Conditions, or (e) protect the personal safety or property of our users or the public. Please note we may not provide you with notice prior to disclosure in such cases.

We may also share certain of your information with third party service providers that provide technical and/or customer support, quality assurance or other technical services, so that they may be able to provide the necessary services related to the operations of the Website. If a portion or substantially all of our assets are sold or transferred to a third party, customer information (including Personally Identifiable Information) would likely be one of the transferred business assets.

3. Opt-Out

You will be given the right to opt-out of receiving any promotional materials about RCS or its partners whenever you are asked to provide Personally Identifiable Information on this Website. If you do not opt-out at that time, but later decide that you do not wish to receive future communications of this nature you can contact us at support@ach835.com indicating that you no longer want to receive information relating to the Website.

4. Security

Information security is critical to our business. We work to protect the security of your information during transmission by using industry standard encryption technology. We are very concerned with the security of your Personally Identifiable Information and take great care in providing secure transmission of your information from your computer to our servers. We routinely evaluate our data security practices to identify security threats or opportunities for improvement. However, we cannot warrant or guarantee the security of any information you transmit or provide to us as no security measure is considered impenetrable, nor can we guarantee that information you transmit to us will not be intercepted, given that no data transmission over the Internet can be guaranteed to be 100% secure. Once we receive your information, we take appropriate steps that we believe are reasonable to protect the security of your data on our system, both internally and from outsiders, and to ensure the integrity of the data we collect as we use a combination of technological and policy methods to protect this data. Notwithstanding anything in this Section 4 to the contrary, we have no liability for any Content which you may post, upload or otherwise transmit on the Website. You are responsible for maintaining the secrecy of your passwords and any account information. Be sure to sign off when finished using a computer, whether or not it is shared, and otherwise protect and periodically change the password used to access the DOCS™ Platform.

5. Children Under the Age of 13 Years

In accordance with the Children's Online Privacy Protection Act, RCS will not knowingly collect or accept Personally Identifiable Information from a child under the age of 13. Our Website, products and services are directed to people who are at least 13 years old or older.

6. Links to Other Sites

While you are using the Website, you may be linked or directed to other third party websites outside the Website that are beyond RCS' control. Each of these third parties may have a privacy policy different from that of RCS. RCS is not responsible for any actions or policies of such third parties. You should review the applicable privacy policies of these third party websites before providing any Personally Identifiable Information. RCS is not responsible for the nature, quality or accuracy of the content of such other websites, or the services provided thereon. We do not review or monitor such websites for accuracy or quality. We do not endorse or recommend any of such other websites. Even if an affiliation exists between the Website and a third-party website, we exercise no control over linked sites.

7. Changes to Policy

We may modify (including adding and/or deleting) the terms of this Policy at any time when we feel it is appropriate to do so, and modifications are effective upon being posted on the Website. You should periodically revisit this page to ensure that you are aware of the most current terms of the Policy. You may determine when this policy was last updated by referring to the date at the top of this Policy. You acknowledge and agree that by continuing to access this Website after the Policy been modified you are accepting and agreeing to such modified Policy, and we shall not be liable to you for any such modification.

8. Account Information

We give you the ability to edit your Payment Services account information at any time, by logging into your account at enroll.ach835.com. We encourage you to amend any inaccuracies and make corrections as often as necessary such that Personally Identifiable Information you provide to us is accurate. RCS will not be held responsible for any inaccurate Personally Identifiable Information which you provide.

9. **Jurisdiction and Venue**

This Policy and the use of this Website are governed by Missouri law. By using the Website you agree to the exclusive jurisdiction and venue of the federal and state courts in St. Louis, Missouri. Any claim related to this Website must be brought against us within one year after such claim arises or such claim shall be barred. This Policy and the notices outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any third party.

10. **Feedback**

If you have any questions or suggestions regarding this Policy or Website, please contact us as follows:

By email: support@ach835.com

By phone: (844) 292-4066 from 8:00am-5:00pm (central)

By fax: (314) 567-4503