



SRECTRADE PRIVACY POLICY

1. INTRODUCTION

- 1.1. This Privacy Policy applies to both registered “**Members**” and unregistered “**Visitors**” for use of the SRECTrade website and of the SRECTrade Services. Both Members and Visitors are hereinafter referred to as “**User(s)**”. By clicking “Join Now,” “Join SRECTrade,” “Sign Up” or similar, registering, accessing or using our Services, User is entering into a legally binding agreement (either individually or on behalf of a Company) that includes the SRECTrade Terms and Conditions and this Privacy Policy.
- 1.2. This Privacy Policy applies to all Users of www.srectrade.com and the SRECTrade mobile site, SRECTrade-X and the SRECTrade-X mobile site (“**SRECTrade-X**”), and all other SRECTrade websites, apps, developer platforms, management and transaction services, premium services, other products and services offered by SRECTrade, or any content or information provided as part of these services, including our blog (collectively, the “**Services**”).
- 1.3. This Privacy Policy is effective upon use of any SRECTrade Services by all Users.
- 1.4. This Privacy Policy describes how we handle Users’ personal information for our Services. By accepting this Privacy Policy, User expressly consents to SRECTrade’s collection, storage, use and disclosure of User’s personal information as described in this Privacy Policy.
- 1.5. SRECTrade may modify this Privacy Policy from time to time. If we make material changes to this Privacy Policy, we shall provide notice by email, to the email address on file in User’s SRECTrade account at the time of notice. Immediately after such notice has been provided to User, continued use of the Services constitutes User’s understanding, consent and acceptance of this Privacy Policy.

2. COLLECTION

- 2.1. Data Controllers. SRECTrade uses servers located in the United States. If User has any concern about providing information to SRECTrade as detailed in this Privacy Policy, User should not become a Member, visit our sites, applications, or otherwise use our Services.
- 2.2. Account Registration. When User creates an account on SRECTrade, User may be required to provide some personal information, including, but not limited to, User’s name, email address, home, work, or mobile telephone number, facility address, mailing address, bank account information, credit card number, and a password. User will also be required to agree to the SRECTrade Terms and Conditions, which includes our User Agreement, Terms of Service, and this Privacy Policy. Once User provides this information to SRECTrade, User is no longer anonymous to us. When User provides us with its personal and financial information, User consents to the transfer and storage of that information on our servers, which are located in the United States.
- 2.3. Facility Registration. When User creates a Facility for its Generation Unit on SRECTrade, User may be required to provide some technical information about that Facility, including, but not limited to, the Generation Unit/Facility’s owner and host, addresses and contact information related to the Facility and its owner and/or host, technical specifications including system size and equipment information, photos of the Generation Unit and its output-measuring meters and/or inverters, as well as information about installation, including the equipment’s’ installer plus information about the Facility’s costs, rebates, lease agreements, net metering agreements, etc.
- 2.4. Other Services that Sync with SRECTrade. User understands that the Services provided by SRECTrade include the sharing and exchange of User information and data with third party entities including, but not limited to, state regulatory bodies and agencies, tracking systems, generation reporting companies, installers and utility companies.



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- 2.5. Client Services. When User contacts our Client Services support team, either by email or phone, SRECTrade may access User's account, settings, preferences, emails, and other contributions to our Services and collect the information needed to categorize User's question, respond to it, and, if applicable, investigate any breach of our Terms and Conditions or this Privacy Policy. SRECTrade will also use this information to track potential problems and trends and customize support responses to better serve our Users.
- 2.6. Using the SRECTrade Sites, Services and Applications. By using our Services, User understands that SRECTrade may collect the following information, in addition to the information specified in **Section 2.2** hereof:
 - 2.6.1. Transactional information based on User's activities on the sites (including, but not limited to, bids, offers, orders, buying, selling, and items and content User generates or that relates to User's account);
 - 2.6.2. Correspondence through our sites, or correspondence sent to any SRECTrade employee or email address, or via telephone correspondence;
 - 2.6.3. Any other information provided during User's interaction with the site, Services, and content, including, but not limited to, computer and network information, statistics on page views, traffic to and from sites, IP addresses and standard web log information;
 - 2.6.4. Information from other companies, including installation companies and generation reporting companies, such as demographic and traffic data; and
 - 2.6.5. Other supplemental information from third parties. For example, if User incurs a debt to SRECTrade, SRECTrade reserves the right to conduct a credit check by obtaining additional information about User from a credit bureau, as permitted by law; or, if User provides information that cannot be verified, SRECTrade may require User to provide additional information, such as User's driver's license, credit card statement, or a recent utility bill or other information that can serve to confirm User's address, or to answer additional questions to help verify User's information.
- 2.7. Collection of New Data. SRECTrade's Services are constantly evolving, as we work to continue to provide the best suite of Services to our Users. The introduction of new Services may result in the collection of new information. Additionally, new partnerships or corporate mergers or acquisitions may result in new Services that require the collection of new information. If we start collecting substantially new types of personal or financial information in a way that materially impacts how we handle our Users' data, we will modify this Privacy Policy in accordance with **Section 1.5** hereof.
- 2.8. Cookies. SRECTrade uses "**Cookies**" (small files placed on your hard drive) and similar technologies, including mobile application identifiers, to help us recognize you across different Services; analyze our website flow; customize our Services and content; measure promotional effectiveness; improve User experience; increase security; and more. You can control Cookies through your web browser settings and other tools. However, by using our Services (including visiting our sites), User consents to the placement of Cookies and beacons in its web browser and HTML-based emails in accordance with this Privacy Policy. A few important things you should know about our use of Cookies are that:
 - 2.8.1. We offer certain Services that are only available through the use of Cookies;
 - 2.8.2. We use Cookies to help identify User and maintain User's sign-in status;
 - 2.8.3. Most Cookies are "**Session Cookies**", meaning that they are automatically deleted from your hard drive at the end of a session;



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- 2.8.4. User is free to decline our Cookies if its web browser permits, although doing so may interfere with User's use of some of our Services, including User's access to its SRECTrade account;
 - 2.8.5. User may encounter Cookies from third parties on certain pages of the sites that SRECTrade does not control. For example, if you view a website created by another User, there may be Cookies placed by that third party's website.
 - 2.9. Information Collected from Users' Devices and Networks. When User visits or leaves our Services (whether as a Member or Visitor) by clicking a hyperlink, or when User views a third party website that includes our Cookies or similar technology, SRECTrade automatically receives the URL of the site from which User comes or the one to which User is directed. Additionally, SRECTrade receives the internet protocol ("**IP**") address of User's company or the proxy server that User uses to access the web, User's computer operating system details, User's type of web browser, User's mobile device (including User's mobile device identifier provided by User's mobile device operating system), User's mobile operating system (if User is accessing SRECTrade via a mobile device), and the name of User's ISP or mobile carrier. SRECTrade may also receive location data passed to us from a third party service provider or GPS-enabled devices that User has set up, which SRECTrade may use to show User's local information and for fraud prevention and security purposes. User understands that most mobile devices have settings to disable the sharing of real-time location data, and that User should enable these settings if it does not wish to share this information with SRECTrade.
 - 2.10. Social Media Widgets. A "**Widget**" is a stand-alone application used on our sites to display information or to invite Users to interact with the sites and Services in a variety of ways. Such Widgets include the Facebook "Like" button and the Twitter "Tweet", or any other "Share" button that allows User to share content on a number of social media websites. These Widgets may collect User's IP address, which page User is visiting on our sites, and may set a Cookie to enable the feature to function properly. User understands that social media features and Widgets are hosted by a third party or directly on our sites. Irrespective of host, User understands that these features are governed by the third party privacy policies of the company providing the feature.
3. USE OF USER'S DATA
 - 3.1. SRECTrade collects personal and financial information in order to provide User with a safe, smooth, efficient and customized experience. User understands, accepts, and consents that SRECTrade is authorized to use User's personal and financial information in the following ways:
 - 3.2. General. SRECTrade is authorized to use User's personal and financial information to:
 - 3.2.1. Provide the Services and client services support requested by User;
 - 3.2.2. Resolve disputes, collect Fees, and troubleshoot problems;
 - 3.2.3. Enforce the SRECTrade Terms and Conditions and this Privacy Policy;
 - 3.2.4. Customize, measure and improve its Services and content;
 - 3.2.5. Inform User about Service updates, changes, and promotions; and
 - 3.2.6. Compare information for accuracy, and to verify it with third parties.
 - 3.3. Communication. SRECTrade may communicate with its Users via telephone, email, notices posted on the SRECTrade sites or apps, direct messages, and other means available through the Services. Communications may include welcome and setup communications, Service communications, promotional communications, and other account support communications. These communications will be sent to User based on User's account information and communication preferences. User understands and acknowledges, however, that User cannot opt out of receiving Service communications from SRECTrade.



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- 3.3.1. User consents to receive autodialed or prerecorded calls and text messages at the telephone number provided on the User's account, or at any other telephone number provided by the User or Manager to SRECTrade, regardless of whether the telephone number is a home, work, or mobile telephone number. Where applicable and permitted by law, User may decline to receive certain communications by opting out via express written notice to SRECTrade.
- 3.4. Data Analysis. SRECTrade may share certain User data with companies with whom SRECTrade co-markets, partners, and collaborates for their analysis and internal use to provide Users with additional Services, such as economic analysis and market analysis. SRECTrade may use and disclose de-identified data shared with SRECTrade either by the User or a third party providing data on behalf of the User, for any purpose. Any and all of this information may be aggregated with information from other Users or may be provided individually in a redacted format as an example of User experience and our Services. SRECTrade is also expressly authorized by User to share with third parties, aggregate and/or de-identified data, including User's Facility location, equipment, generation history, and use of the Services provided to User by SRECTrade. User's Facility location information that we collect and share under this **Section 3.4** may include zip code, which inherently identifies city and state data, and/or the latitude-longitude of the Facility location. However, SRECTrade will collect and share additional, identified and/or personal location information about User and User's Facility as specified under **Section 2** hereof and as detailed in the SRECTrade Terms and Conditions.
- 3.5. Data Sharing with Third Parties. In addition to the sharing specified in **Section 3.4** hereof, SRECTrade may disclose User's personal and financial information to third party services providers who assist SRECTrade in providing our Services. User understands and accepts that SRECTrade may contract with other companies and individuals to perform certain functions on our behalf, or to provide User with certain services. This includes, but is not limited to, processing credit card payments, issuing ACH deposits, sending postal mail and email, analyzing data, and providing marketing assistance. These third parties will only have access to personal information to the extent necessary to perform their intended function or service and are not authorized to use it for other purposes.
- 3.6. Marketing. SRECTrade will not sell or rent User's personal information to third parties for their marketing purposes without User's explicit consent. However, SRECTrade reserves the right to use User's information to improve and personalize its Services and content. If User does not wish to receive marketing communications from us, User may indicate this preference at the bottom of SRECTrade's marketing emails.
- 3.7. Spam. SRECTrade does not tolerate "**Spam**". User is not licensed to add other SRECTrade Users, even a User who has purchased a REC from User, to User's mailing list (email or postal mail) without that User's express written consent. To report SRECTrade-related Spam or Spoof emails to SRECTrade, User should forward the suspected Spam or Spoof email to SRECTrade with a notice that the email may be Spam or Spoof. User may not use SRECTrade's communication channels to send Spam or otherwise send content that would violate the SRECTrade User Agreement. SRECTrade automatically scans and may manually filter messages to check for Spam, viruses, phishing attacks and other malicious activity or illegal or prohibited content, and SRECTrade does not permanently store messages sent through these filters.
4. SECURITY
- 4.1. Information provided to SRECTrade is stored on servers located in the United States. We treat data as an asset that must be protected and use encryption, passwords, physical



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security and other security protocols to protect Users' personal and financial information against unauthorized access and disclosure. However, third parties may unlawfully intercept or access transmission or private communications made between User and SRECTrade or between Users of SRECTrade, and other Users may abuse or misuse Users' personal information that they collect from the sites. Therefore, to the extent permitted by law, User agrees to hold harmless SRECTrade in the event that a third party unlawfully intercepts or accesses any information provided by User to SRECTrade.

- 4.2. Account Access. User's password is the key to User's account. User should use unique numbers, letters and special characters, and should not disclose its SRECTrade account password to anyone. If User does share its password or its personal information with others, User acknowledges and understands that User is responsible for all action taken in the name of User's account. If User loses control of its password, User may lose substantial control over its personal and financial information and may be subject to legally binding actions taken on User's behalf. If User's password has been compromised for any reason, User should immediately contact and notify SRECTrade and User should change its password.

5. DATA MODIFICATION AND RETENTION

- 5.1. User can see, review and change most of its personal and financial information by signing into User's SRECTrade account. Generally, SRECTrade will not manually modify User's personal or financial information because it is difficult to verify your identity remotely. Accordingly, we strongly encourage, and sometimes require, Users to update their personal and financial information directly in their SRECTrade account if it changes or is inaccurate.
- 5.2. Upon User's written request, SRECTrade will close User's account and remove User's personal and financial information from view as soon as reasonably practicable, based on User's account activity and in accordance with applicable law. However, User acknowledges, understands and consents that SRECTrade may retain User's personal and financial information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce the SRECTrade Terms and Conditions, and take other actions otherwise permitted by law.

6. DISCLOSURE

- 6.1. SRECTrade may disclose personal or financial information to respond to legal requirements, to enforce our policies, or to protect anyone's rights or property. Accordingly, User's information may be shared with:
 - 6.1.1. Members of the SRECTrade corporate family to help detect and prevent potentially illegal acts;
 - 6.1.2. Service providers under contract who provide assistance for our business operations (such as fraud investigations and bill collection);
 - 6.1.3. Law enforcement or other governmental officials, in response to a verified request relating to a criminal investigation or alleged illegal activity. In such events, SRECTrade may disclose information relevant to the investigation, including name, city, state, zip code, telephone number, email address, user ID history, IP address, fraud complaints, and bid and offer (order) history;
 - 6.1.4. Other business entities, should SRECTrade plan to merge with or be acquired by that business entity. Should a merger or acquisition occur, SRECTrade will require that the new entity follow this Privacy Policy with respect to User's personal and financial information. If User's personal or financial information will be used in a manner contrary to this Privacy Policy, User will receive notice.



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- 6.2. Without limiting the authorizations under **Section 4.1** hereof, and in an effort to respect User's privacy and our ability to keep the community free from bad actors, SRECTrade will not otherwise disclose User's personal or financial information to law enforcement, other government officials, or other third parties without a subpoena, court order, or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss or to report suspected illegal activity.
7. INFORMATION USED IN TRANSACTIONS
 - 7.1. SRECTrade enables Users to share personal and financial information to complete transactions. SRECTrade encourages Users to disclose their privacy practices and to respect the privacy of other Users. SRECTrade cannot and does not guarantee the privacy or security of Users' information, and SRECTrade encourages Users to evaluate the privacy and security policies of their trading partners before entering into a transaction and choosing to share their information. If User discloses information to third parties, whether they are bidders, buyers or sellers, or other third parties, different rules may apply to their use and disclosure of the information User discloses to them. SRECTrade does not control the privacy policies of third parties, and User is subject to the privacy policy of those third parties where applicable. To help protect Users' privacy, we allow only limited access to other Users' contact and financial information used in order to facilitate transactions. When Users are involved directly in a transaction, Users may have access to each other's name, User ID, email address, and other contact information. In all cases, User must give other Users the opportunity to remove themselves from the other User's database, and a chance to review what information User has collected about them.
 - 7.2. User agrees to use other Users' information for the following uses:
 - 7.2.1. SRECTrade transaction-related purposes that are not unsolicited commercial messages, including advertising and marketing;
 - 7.2.2. Using Services offered through the SRECTrade sites; and
 - 7.2.3. Other purposes that a User expressly chooses by opting to use specific SRECTrade Services or products.
8. COPYRIGHT
 - 8.1. Some data available on SRECTrade is protected by copyright laws and may contain material proprietary to SRECTrade, Inc. This data or any of its components may not be reproduced, republished, distributed, transmitted, displayed, broadcasted, or otherwise disseminated or exploited in any manner without the express prior written permission of SRECTrade, Inc. The receipt or possession of this data or any of its components does not convey any rights to reproduce, disclose, or distribute its contents, or to manufacture, use, or sell anything that it may describe, in whole or in part. If consent to use specific data is granted, a link to the current version of that data on the SRECTrade website must be included for reference and sourcing. If you have questions about the use or reproduction of data available on SRECTrade's sites, please contact us.