

SenAer Trading Limited Privacy Notice 14 January 2021

Welcome to the Privacy Notice of SenAer Trading Limited ("**SenAer**"). SenAer is a Cyprus-incorporated company having its principal place of business at 132, Kyrenias Av., 2nd Floor, 2113 Nicosia, Cyprus. SenAer through its Services provides access to a communication platform that facilitates information sharing among its Users by matching Users according to criteria that they specify.

SenAer is the data controller of personal data processed by, or on its behalf, in connection with our website, platform and/or use our Services. This Privacy Notice will explain SenAer's online information practices and inform you as to how we look after your personal data when you visit our website, platform and/or use our Services and tell you about your privacy rights. You can download a pdf version of the policy [here](#).

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It is important that you read this Privacy Notice together with any other Privacy Notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Privacy Notice supplements the other notices and is not intended to override them.

Capitalised terms and expressions not defined in this policy shall have the meaning set forth in the [SenAer Terms of Service](#). Please also use the Glossary to understand the meaning of some of the terms used in this Privacy Notice.

1 DATA WE COLLECT ABOUT YOU

1.1 User-Supplied Content

You may give us your Identity and Contact Data filling in forms or by corresponding with us by post, phone, email, or otherwise including when you (i) subscribe to our Services; (ii) request marketing to be sent to you; (iii) enter a survey; (iv) give us some feedback; or (v) submit a query. This Notice applies to all such User-Supplied Content, including, without limitation, all information placed onto the SenAer system by you or that SenAer collects from Users in connection with use of the Service. There are three categories of User-Supplied Content utilized by the platform, which are generally described below.

- (i) "**Personal data**" or "**Personally Identifiable Information**" ("**PII**") is information from which a living individual can be, directly or indirectly, identified. It does not include data where the identity has been removed (anonymous data). We may collect, use,

store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes first name, maiden name, last name, username or similar identifier, title/position, employer, date of birth and gender.
 - **Contact Data** includes billing address, business address, business name, email address, telephone numbers, Fax.
 - **Technical Data** includes internet protocol (IP) address (see further the discussion at the end of this section) device identifier, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
 - **Profile Data** includes your LinkedIn profile username, your interests, preferences, feedback and survey responses.
 - **Usage Data** includes information about how you use our website.
 - **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- (ii) **"Categorical Information" ("CI")** is descriptive information related to the status or type of a User within the system. CI may include but is not limited to Primary Role, Deal-Specific Role, Affiliation Status, Validation Status, Reputation Rating, Document Verification status, and Connection Score. User CI is used to match Users to one another based on User-designated preferences, so is therefore disclosed on a limited basis to other Users in the general course of operating the service. By way of example, a User who has designated himself or herself as an "Institutional Investor" will be identified as such in postings to the network, to the subset of Users to whom the posting is directed.
- (iii) **"User-Interactive Content" ("UIC")** is information (other than PII or CI) input by a User in the course of interacting with other Users on the site. UIC may include but is not limited to message text, documents, price information, marketing information, or other similar information. The **"Public Teaser"** is a specific type of UIC where a User may optionally provide SenAer with information that SenAer can use outside of the SenAer site for the purposes of generating an out-of-network match to the User's query. **"User Delivered Content" ("UDC")** is a subset of UIC that describes any uploaded documents and that also describes forwarded email content shared into the system **via corporate@SenAerTrading.com**.

1.2 Anonymous Alpha-Numeric Identifiers

User CI and UIC are associated with and used with **anonymous** alpha-numeric identifiers. Such anonymous alpha-numeric identifiers may be reset by the User at any time. Existing User PII, CI and UIC then becomes associated with the new anonymous alpha-numeric identifier. SenAer provides the anonymous alpha-numeric identifier functions as a courtesy to Users to facilitate communication on potentially sensitive topics, but does not represent that such anonymized designations will always be available or will always be effective, and assumes no liability for any disclosure of User identities in the absence of wilful misconduct or gross negligence.

1.3 Third parties or publicly available sources.

We may also receive personal data about you from various third parties, including Technical Data from analytics providers/advertising networks and search information providers such as Google. We may also consult with third party advisors or information and data providers to research you as a suitable User or transaction counterparty.

1.4 Non-Personally Identifiable and Aggregate Information

Non-personally identifiable information that SenAer gathers may include User gender, age, zip or postal code, country or territory of residence, IP address (but see the discussion at the end of this section), the type of browser that Users use, the type and nature of the content that Users upload to the Service and access from the Service, the links and transactions with SenAer and with third-parties that Users enter into via the Service, certain aspects of UIC, and other aspects of User use of the Service where this information cannot directly or indirectly identify a User. SenAer uses this information to improve the Service, conduct research, to analyse Users' interest in the areas of the Service, to tailor advertising and content displayed to Users, to inform SenAer partners about the use of the Service, and to inform SenAer advertisers about the number of Users that have viewed their advertising. To do this SenAer may combine information that it has about Users with information that it obtains from business partners or other companies, advisors or third-party data providers.

SenAer reserves the right to disclose certain systemic activity and information with respect to site usage, including (for illustrative purposes) the number and types of users on the platform, the number of posts on the platform, specific deals being queried on the platform, descriptions of aggregate CI on the platform, and similar types of information and derivative works, but shall not, as part of any such systemic activity or information disclosure, disclose any User's PII, any User's listings of securities or transactions, or the content of any User's communications on the system. SenAer may release such aggregate demographic information about User trends and/or combined UIC information to partners and other third parties, including third-party advertisers on the Service. An example of this information would be patterns of use of the Service based on types of User or anonymized market-related data. SenAer also retains aggregated log files of requested content in order to report overall product usage to content partners and to evaluate User trends. Generally, an IP address changes each time Users connect to the Internet (it is a "dynamic" address). Note, however, that if Users have a broadband connection, depending on individual circumstance, it is possible that User IP addresses that SenAer collects, and cookies, may contain information that could be deemed identifiable. This is because with some broadband connections User IP addresses don't change (they are "static") and could be associated with a User's personal computer.

2 USE AND DISCLOSURE OF PII, USER CI AND UIC

2.1 Personal data/PII

SenAer shall procure that neither it, nor any of its directors, officers, employees, agents, representatives, partners, suppliers, affiliates, attorneys or advisers shall reveal a User's PII to another User on the system or to anyone outside of the system unless specifically consented to or requested by the User (as with a Contact Escrow feature request), or to comply with applicable law, regulation, EU directive, subpoena or other court or regulatory direction, order, or other legal or regulatory requirements as specified in, and in accordance with, our [SenAer Terms of Service](#) or in connection with a trade sale to a party or parties with similar or analogous privacy protections in place to this Privacy Notice.

2.2 User CI

User CI is used to match Users to one another based on User-designated preferences, and is therefore disclosed on a limited basis to other Users in the general course of operating the service. By way of example, a User who has designated himself or herself as an "Institutional

Investor” will be identified as such in postings to the network, to the subset of Users to whom the posting is directed. SenAer shall procure that neither it, nor any of its directors, officers, employees, agents, representatives, partners, suppliers, affiliates, attorneys or advisers will display or disclose User PII in conjunction with User CI, and only the subset of CI relevant to a particular match shall be revealed to the subset of Users with whom the match is made. An individual User’s CI shall not be searchable or made visible or disclosed to anyone, either on the system or outside of the system. By way of example, it is not possible for one User to see a list of all of the deals with which another User has affiliated himself or herself, only the particular deal which is relevant to the specific matching event.

2.3 UIC

A User’s UIC is shared with other Users on the site as specified by the criteria selected by the communicating User, or by the rules of a particular SenAer feature set. Because UIC is shared with other Users on the site, Users should exercise appropriate judgment in their communications with other Users. Users are responsible for obeying all regulatory and professional standards that apply to their forms of communication. For the avoidance of doubt, all information submitted with respect to messaging and/or message mining functionality constitutes UIC. “**User Delivered Content**” (“UDC”) is a subset of UIC that describes any uploaded documents and that also describes forwarded email content shared into the system via corporate@SenAerTrading.com. UDC content that is not PII may be shared with other Users.

2.4 Your communications

Any information that a User may reveal in communication with matched Users is visible to such matched Users. Consequently, you should exercise appropriate care in your communications on the site. SenAer Services are a platform for communication, and SenAer makes no representation or warranty as to the accuracy, completeness or veracity of any UIC made available through the Services at any time. ALTHOUGH SENAER WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO ENFORCE COMPLIANCE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SENAER HEREBY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY VIOLATIONS OF THE TERMS OF SERVICE BY USERS OF THE SENAER SERVICES.

3 PURPOSES AND LAWFUL BASIS FOR USE OF PERSONAL DATA

3.1 Purpose and Legal Basis

We have set out below, in a table format, a description of the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us at corporate@SenAerTrading.com if you need details about the specific legal ground we are relying on to process your personal data where more than one ground is set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
<p>To register you as a User and deliver the Services, resolve Service problems and correct errors in the Service (including customer enquiries, billing and credit corrections)</p>	<p>(a) Identity (b) Contact</p>	<p>(a) performance of a contract with you (b) necessary for our legitimate interests where we have a contract with your employer or other third party who engages your services</p>
<p>To manage our relationship with you which will include:</p> <ul style="list-style-type: none"> (a) sending notices related to the Service, User Accounts, or SenAer business matters and notifying you about changes to our Terms or Privacy Notice (b) determining the technical capabilities of the device User's ability to access the Service (c) sending newsletters (from which Users may unsubscribe at any time) (d) communicating generally with Users respecting the Service (e) other activities necessary for the maintenance of client-relationships 	<p>(a) Identity (b) Contact (c) Profile (d) Marketing and Communications</p>	<p>(a) performance of a contract with you (b) necessary to comply with a legal obligation (c) necessary for our legitimate interests (for research/lobbying purposes, to keep our records updated, to engage with SenAer stakeholders and to study how clients use our services and develop our offerings)</p>

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
<p>To administer and protect our business and Services which will include</p> <ul style="list-style-type: none"> (a) troubleshooting, data analysis, testing, system maintenance, support, reporting, hosting of data (b) in connection with bankruptcy insolvency processes (c) if there is a transfer of the assets or ownership of SenAer or any of its assets (d) subject to Section 5 of the SenAer Terms of Service, responding to a law enforcement agency request, subpoena, court order or other such request by a legal authority, including any regulatory body or agency, or defend against legal claims directly related to User use of the Service (e) investigating, preventing and taking action regarding fraud or misuse of the Service (f) complying with laws or regulations (g) enforcing SenAer's Privacy Notice and Terms, and to protect the rights, property or safety of SenAer, the Service, Users and others. 	<ul style="list-style-type: none"> (a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical 	<ul style="list-style-type: none"> (a) necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) necessary to comply with a legal obligation
<p>To deliver relevant content and advertisements to you on our website, third party websites and social media channels, and measure or understand the effectiveness of the advertising we serve to you</p>		<p>necessary for our legitimate interests (to study how clients use our and services, to engage with SenAer stakeholders, to develop them, to grow our business and to inform our marketing strategy)</p>

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
Marketing to you about our activities		(a) necessary for our legitimate interests (in promoting our activities, supporting our marketing strategy and sending you marketing materials, noting that you have the right to object to such marketing communications at any time). (b) you have provided consent (which may be withdrawn at any time)
To carry out lobbying	(a) Identity (b) Contact (c) Profile	Necessary for our legitimate interests (to undertake lobbying and advocating your views to governmental bodies/politicians/public officials in an attempt to influence governmental policy/decisions)
To use data analytics to improve our Services, anonymise personal data, enhance User experience, offers, marketing, client relationships and experiences	(a) Technical (b) Usage	necessary for our legitimate interests (to define types of client for our various offerings, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about offers that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	necessary for our legitimate interests (to develop our services, grow our business and engage with SenAer stakeholders)

If we ask you to provide information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your information is mandatory or not (as well as of the possible consequences if you do not provide your information).

3.2 Legal Basis Glossary

Legitimate interest means the interest of our business in conducting and managing our business to enable us to give you the best offering and the best and most secure experience; we make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests; we do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law); you can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at corporate@SenAerTrading.com.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

3.3 Marketing

We may use your personal data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services may be relevant for you (we call this marketing). You will receive marketing communications from us if you have requested information from us, received a Service from us, or if you provided us with your details and have not opted out of receiving that marketing. You can ask us to stop sending you marketing messages at any time by contacting us at corporate@SenAerTrading.com at any time.

We will get your express opt-in consent before we share your personal data with any company outside SenAer for marketing purposes.

4 SHARING YOUR PERSONAL DATA

4.1 Compliance Manager

Users that designate a Compliance Manager within their firm grant to SenAer the ability to share all PII, CI, and UIC related to such User's account with the designated Compliance Manager. In such case the Compliance Manager will also have the ability to manipulate certain aspects of the User's account, including blocking communications, as well as searching the PII, CI and UIC of the User with a variety of tools.

4.2 Third Parties

We share your personal data with third parties for the purposes described in this Notice including in particular with (i) your Compliance Manager, authorised representatives and persons you have asked us to share your personal information with; (ii) third parties providing support services to us including our IT Service providers, insurers, lawyers, auditors, accountants, advisers, consultants; (iii) investors, business partners or joint ventures; (iv) prospective purchasers and assignees in the event our business is sold, transferred or assigned in whole or in part and (v) governmental or regulatory authorities.

5 TERMINATION

Upon the termination of a User's registration or subscription, such termination initiated by either of the User or SenAer, SenAer will render all PII related to your account inaccessible to other members.

6 DATA SECURITY

6.1 Credit Card Payments

To the extent SenAer may accept credit card payments all credit card orders and information shall be transmitted securely for processing.

6.2 Technical and Organisational Measures

SenAer uses commercially reasonable precautions to keep user information secure. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of information, SenAer has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information that is collected. However, due to the open nature of communication through the Internet, and the information practices of various intermediary service providers such as email or other communications services, SenAer cannot guarantee that communications among Users, the Service, and other Users will be free from unauthorized access by third parties. SenAer cannot absolutely guarantee the security of any information that is disclosed or transmitted online.

6.3 Confidentiality

Pursuant to providing and maintaining the technical capabilities of the Service and otherwise performing the tasks set forth in this Privacy Notice, SenAer, its staff, partners and contractors may review User PII, CI, and UIC, but they shall remain bound by the disclosure policies as set forth in this Privacy Notice.

7 THIRD PARTY WEBSITES

The Service may contain links to other web sites or form part of the offering of those web sites (in particular, for example, to our co-operative partner DealVector Inc.'s proprietary website). SenAer is not responsible for the privacy policies of any such sites. If Users provide any information to such third parties different rules regarding the collection and use of PII, CI, and UIC may apply. Users should review such third parties' privacy policies before providing any data to them.

8 COOKIES AND WEB BEACONS

The Service may use a technology known as web beacons – sometimes called single-pixel gifs – that allow SenAer to collect web log information (such as the date and time Users visited the Service, the pages visited, the website Users came from, the types of browser and operating system used, and the domain name and address of the User's Internet Service provider). A web beacon is a graphic on a web page or in an e-mail message designed to track pages viewed or messages opened. SenAer may also include web beacons in e-mail messages to Users in order to determine whether messages have been opened. SenAer uses cookies to automate log-in, permit guest access, and record user preferences.

A cookie is a piece of information that a webserver may send to a user's computer when a user accesses such website. Subsequently when users return, the website can detect the presence of the cookie. Nothing contained in this Section 8 shall permit SenAer or any of its directors, officers, employees, agents, representatives, partners, suppliers, affiliates, attorneys or advisers to disclose, use or reveal any information other than as permitted under the other Sections of this Privacy Notice or our Cookies Notice.

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see [•].¹

9 DATA RETENTION: RETENTION OF PERSONAL INFORMATION

How long we keep information we collect about you depends on the type of information, as described in further detail below. After such time, we will either delete or anonymize your information or, if this is not possible, then we will securely store your information and isolate it from any further use until deletion is possible.

9.1 Retention Periods

We retain information that you provide to us where we have an ongoing legitimate business need to do so (for example, as long as is required in order to contact you about the Subscription Service or our other services, or as needed to comply with our legal obligations,

¹ In order to utilise cookies (or any similar technologies) on a website, user consent is normally required (as set out in Regulation 5(3) of the ePrivacy Regulations). Consent must be a clear, affirmative act, freely given, specific, informed, and unambiguous. Individuals must be given information on A separate cookies notice is required unless the site/platform only uses cookies (and similar technologies) which are strictly necessary for strictly necessary to provide a service which has been explicitly requested by the user, e.g.cookies which may be needed to provide the user with a functioning website which they want to access. This exemption is interpreted strictly and does not apply to analytical cookies. This obligation arises even if PII is not collected. If a cookies notice is required please provide details on a granular basis of all cookies used on the site, the purpose for which they are used, how long the information/cookie is stored and with which entities the cookies information is shared.

resolve disputes and enforce our agreements). To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. We typically hold personal data relating to Users for seven years, following the point where your business relationship with us has ceased. We may keep your information for longer periods, for example where we need to retain information or documents relating to actual or prospective legal proceedings, a court order or an investigation by law enforcement agencies or our regulators.

9.2 Deletion

When we have no ongoing legitimate business need to process your information, we securely delete the information or anonymize it or, if this is not possible, then we will securely store your information and isolate it from any further processing until deletion is possible. We will delete this information from the servers at an earlier date if you so request and if, in our sole discretion, we do not believe we have a regulatory obligation to maintain such information.

9.3 Anonymised Information

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

9.4 Marketing Information

If you have elected to receive marketing communications from us, we retain information about your marketing preferences for 12 months from the date you last expressed interest in our content, products, or services, such as when you last opened an email from us or ceased using your SenAer account.

9.5 Right to Erasure

In some circumstances you can ask us to delete your data: see below for further information.

9.6 Information you provide to our customers

If you provide information to our customers as part of their use of the Subscription Service, our customers decide how long to retain the personal information they collect from you. If a customer terminates its use of the Subscription Service, then we will provide such customer with access to all information stored for the customer by the Subscription Service, including any information provided by you, for export by the customer according to our agreement with our customer. After termination of our relationship with our customer, we may, unless legally prohibited, delete all customer information, including your information, from the Service.

10 INTERNATIONAL TRANSFERS

Many of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- (i) We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. For further details, see *European Commission: Adequacy of the protection of personal data in non-EU countries*.

- (ii) Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. *For further details, see European Commission: Model contracts for the transfer of personal data to third countries.*

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

11 YOUR RIGHTS

You have the right to:

- (i) **Request access:** to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- (ii) **Request correction:** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- (iii) **Request erasure:** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- (iv) **Object to processing:** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have a compelling legitimate ground to process your information which overrides your rights and freedoms.
- (v) **Request restriction of processing: of your personal data.** This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- (vi) **Request the transfer:** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- (vii) **Withdraw consent** at any time: where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may **not** be able to provide certain offerings to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us at corporate@SenAerTrading.com. You will not have to pay a fee to access your personal data

(or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

12 CONTACT, CORRECTIONS AND UPDATES

Questions, comments, or complaints with respect to this policy and SenAer privacy practices may be sent to corporate@SenAerTrading.com.

Users may adjust PII at any time by logging onto the Service and using the Account management feature. All information must continue to be current, accurate, truthful and complete.

13 REASONABLE EFFORTS

SenAer will use reasonable efforts to comply with this Privacy Notice and will take prompt corrective action upon notice of any failure by SenAer, any User or any third party to comply with our Privacy Notice. SenAer sometimes releases beta versions of products and services, which are further refined before the release of the final version. Any beta versions released for use in the Service shall be identified as such to the Users. Because these products and services are still in a test phase, SenAer may not always catch an unintended privacy issue, despite efforts to do so. As such, SenAer welcomes User feedback on any privacy concerns. In light of the above and because of the complex and constantly changing nature of SenAer's technology and business, and the security risks associated with using the Internet, SenAer does not guarantee error-free performance under this Privacy Notice. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SENAER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATING TO THIS PRIVACY POLICY.

14 MODIFICATIONS OF THE PRIVACY NOTICE

SenAer will inform Users of any substantive modifications to this Privacy Notice that affect User obligations to SenAer or any other User or SenAer's or any other User's obligations to other Users by: (a) sending Users an email at the email address provided as part of the registration process or including a notice in regular email correspondence to Users, or (b) by a message to the User at the time the User logs into the Service. If Users do not agree with any such modifications, the sole remedy is the termination of such User's Account, which User may effect by sending an email to corporate@SenAerTrading.com. Users' continued use of the Service after receiving notice of any modifications indicates User acceptance of the modified Privacy Notice. Users also agree to review this Privacy Notice periodically so that User remains aware of any modifications.