



PREMIER TRADE EXCHANGE
MEMBERSHIP LEGAL PACKAGE

DOCUMENT 09

PRIVACY POLICY

DOCUMENT VERSION

1.0

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ISSUED BY

The RH Group LLC d/b/a Premier Trade Exchange

633 West Fifth Street, 26th and 28th Floors
Downtown Los Angeles, California 90071, United States

CURRENT CONSOLIDATED VERSION

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ATTORNEY-REVIEW NOTICE

This document is a comprehensive business contract template prepared for operational use. It is not legal advice and should be reviewed, localized, and approved by qualified counsel before execution or public deployment in each applicable jurisdiction.

IMPORTANT PRIVACY NOTICE

This Policy explains how PTE collects, uses, discloses, protects, transfers, retains, and responds to rights concerning Personal Information used for applications, membership, verification, Accounts, Marketplace activity, Transactions, Trade Credits, settlement, Cash Conversion, support, marketing, security, and legal compliance.

ARTICLE 1 - RESPONSIBLE ORGANIZATION

The responsible organization is The RH Group LLC d/b/a Premier Trade Exchange. Privacy requests may be sent to **info@wtebiz.com** with the subject "Privacy Request."

ARTICLE 2 - SCOPE AND ROLES

- 1 This Policy covers applicants, Members, owners, directors, officers, Authorized Users, employees, counterparties, beneficiaries, website visitors, marketing contacts, vendors, and other identifiable persons.
- 2 PTE ordinarily acts as controller or responsible business for membership and platform purposes.
- 3 PTE may act as processor or service provider where it processes information solely under documented Member instructions.
- 4 Members must have lawful authority to supply information about other persons.
- 5 Independent banks, escrow providers, payment processors, authorities, and external websites maintain their own privacy practices.

ARTICLE 3 - INFORMATION COLLECTED

PTE may collect:

- 1 Business and contact data;
- 2 Names, birth dates, nationality, residential and business addresses;
- 3 Government ID and tax identifiers;
- 4 Entity, registration, licensing, ownership, control, and authority records;
- 5 Account credentials, permissions, activity, and security logs;
- 6 Bank, payment, escrow, Source-of-Funds, financial, invoice, refund, and chargeback data;
- 7 Trade Credit balances, allocations, transfers, holds, reversals, and Conversion data;
- 8 Buying and Selling Schedules, Listings, matches, negotiations, Orders, delivery, acceptance, disputes, and Transaction data;
- 9 Sanctions, PEP, adverse-media, compliance, product, export, import, tax, and fraud records;
- 10 Emails, tickets, forms, feedback, testimonials, and other communications;
- 11 IP address, device, browser, cookies, pages, links, approximate location, and technical logs;
- 12 Marketing preferences and engagement;
- 13 Images, signatures, video verification, product and delivery photographs;
- 14 Inferences concerning risk, preferences, matching, security, and service needs.

ARTICLE 4 - SOURCES

Information may come from:

- 1 The individual;
- 2 A Member, employer, owner, or representative;
- 3 A Buyer, Seller, beneficiary, or other Transaction party;
- 4 Identity, sanctions, fraud, bank, payment, escrow, shipping, analytics, advertising, security, tax, and other authorized providers;
- 5 Government, corporate, court, regulatory, professional, public, and news sources;
- 6 Cookies, logs, tags, pixels, local storage, and similar technologies.

ARTICLE 5 - PURPOSES

PTE may process information to:

- 1 Review, approve, activate, administer, renew, suspend, and terminate membership;
- 2 Verify identity, entity, ownership, authority, capacity, sanctions, PEP, Source of Funds, and compliance;
- 3 Operate Accounts, Marketplace, matching, Schedules, Transactions, Trade Credit ledger, payments, escrow, fees, refunds, and Cash Conversion;
- 4 Provide support, security alerts, training, notices, and dispute administration;
- 5 Prevent fraud, account takeover, payment diversion, sanctions evasion, Trade Credit manipulation, and cybercrime;
- 6 Meet tax, accounting, sanctions, legal-process, regulatory, record, and contractual obligations;
- 7 Improve, test, analyze, secure, and develop services;
- 8 Conduct lawful business-to-business marketing, referral, advertising, event, survey, and testimonial activity;
- 9 Support financing, investment, merger, sale, restructuring, or other corporate transactions subject to safeguards.

ARTICLE 6 - LEGAL BASES

Where required, processing may rely on:

- 1 Contract and pre-contract steps;
- 2 Legal obligation;
- 3 Legitimate interests, balanced against rights;
- 4 Consent;
- 5 Legal claims, fraud prevention, safety, or recognized public interests.

Consent may be withdrawn prospectively, but other lawful bases and retention duties may continue.

ARTICLE 7 - SENSITIVE PERSONAL INFORMATION

PTE may process government IDs, credentials, financial-account information, citizenship, residency, biometric identity checks where used, sanctions and PEP information, criminal-allegation information where lawful, precise location where specifically requested, and private communications. Such information is used only for requested services, verification, security, payments, compliance, fraud prevention, legal obligations, or claims. PTE does not intend to infer unrelated sensitive traits for advertising.

ARTICLE 8 - AUTOMATED PROCESSING

Automated tools may assist identity verification, fraud and sanctions screening, transaction monitoring, Account security, risk scoring, matching, recommendations, and advertising measurement. Human review may be used for materially significant decisions where required or appropriate. Eligible individuals may request information, correction, or human review under applicable law.

ARTICLE 9 - DISCLOSURES

PTE may disclose information to:

- 1 Personnel and authorized representatives;
- 2 Buyers, Sellers, and counterparties to the extent necessary for a Transaction;
- 3 Hosting, technology, identity, compliance, security, analytics, advertising, communications, payment, banking, escrow, tax, signature, support, and other authorized service providers;
- 4 Attorneys, accountants, auditors, insurers, and advisers;
- 5 Courts, regulators, law enforcement, tax, customs, sanctions, and other authorities;
- 6 Corporate transaction participants;
- 7 Persons directed or authorized by the individual.

Confidential verification documents are not ordinarily shared with another Member unless authorized, necessary, safeguarded, or legally required.

ARTICLE 10 - SALE, SHARING, AND TARGETED ADVERTISING

- 1 PTE does not intend to sell Personal Information for monetary payment.
- 2 Certain advertising and analytics disclosures may be treated as sale, sharing, targeted advertising, or cross-context behavioral advertising under applicable law.
- 3 Eligible individuals may opt out through Cookie Settings, a "Do Not Sell or Share" mechanism where applicable, a recognized preference signal such as GPC, or the Privacy Office.
- 4 PTE does not knowingly sell or share children's information for such advertising.

ARTICLE 11 - COOKIES

Cookies and similar technologies support essential functions, security, preferences, analytics, content, and advertising. Nonessential technologies are controlled as described in the Cookie Policy. Users may manage preferences through the available controls and browser settings.

ARTICLE 12 - MARKETING

- 1 Essential service, security, Transaction, payment, policy, and legal messages cannot always be stopped while the relevant relationship remains active.
- 2 Promotional communications may be declined using unsubscribe or the Privacy Office.
- 3 Business representatives may be contacted using lawfully obtained professional contact information where permitted.

ARTICLE 13 - INTERNATIONAL TRANSFERS

Information may be processed internationally. Where required, PTE may use adequacy decisions, standard contractual clauses, data-transfer agreements, consent, contract necessity, legal claims, or other recognized mechanisms and supplementary safeguards.

ARTICLE 14 - RETENTION

Unless a longer period is required or justified:

- 1 Membership, Account, verification, ownership, Transaction, Trade Credit, Conversion, financial, tax, compliance, and dispute records may be retained for at least seven years after the relevant relationship or event;
- 2 Security logs are retained as reasonably necessary;
- 3 Marketing data is retained until opt-out, withdrawal, obsolescence, or end of lawful purpose;
- 4 Privacy-request and legal-hold records are retained to demonstrate compliance and preserve rights.

Information may be deleted, destroyed, anonymized, aggregated, or restricted when no longer needed. Secure backups may persist temporarily.

ARTICLE 15 - SECURITY

PTE uses commercially reasonable safeguards, which may include access control, authentication, multifactor authentication, encryption, logging, monitoring, firewalls, backups, incident response, provider due diligence, confidentiality, training, and minimization. No system is completely secure. Members must protect credentials, devices, documents, payment instructions, and Account access.

ARTICLE 16 - ACCURACY

Members must keep contact, ownership, authority, bank, tax, licensing, and business information accurate. PTE may preserve accurate historical records rather than delete prior information from completed Transaction or compliance records.

ARTICLE 17 - PRIVACY RIGHTS

Depending on jurisdiction, individuals may have rights to:

- 1 Information and access;
- 2 Correction;
- 3 Deletion;
- 4 Restriction;
- 5 Objection;
- 6 Portability;
- 7 Withdrawal of consent;
- 8 Marketing opt-out;
- 9 Opt out of sale, sharing, targeted advertising, or certain profiling;
- 10 Limit certain sensitive-information use;
- 11 Human review of certain automated decisions;
- 12 Non-discrimination;
- 13 Complain to a regulator.

Rights are subject to identity verification, exceptions, legal obligations, other persons' rights, privilege, security, fraud prevention, and record integrity.

ARTICLE 18 - REQUEST PROCESS

Requests should include name, company, email, Account reference, relationship, jurisdiction, request type, relevant data or period, and preferred response method. PTE may verify identity and authority. Authorized agents may need written authorization or power of attorney. PTE responds within applicable legal periods and may charge or refuse only where law permits for manifestly unfounded, excessive, repetitive, or disproportionate requests.

ARTICLE 19 - CALIFORNIA

Where the CCPA applies, California residents may have rights to know, access, correct, delete, opt out of sale or sharing, limit certain Sensitive Personal Information use, and receive nondiscriminatory treatment. Categories may include identifiers, customer records, commercial data, Internet activity, approximate geolocation, visual data, professional data, inferences, and Sensitive Personal Information.

ARTICLE 20 - EEA AND UNITED KINGDOM

Where GDPR or UK GDPR applies, PTE processes under contract, legal obligation, legitimate interests, consent, legal claims, and other recognized grounds. Eligible individuals may exercise access, correction, deletion, restriction, objection, portability, consent withdrawal, automated-decision, and supervisory-authority complaint rights.

ARTICLE 21 - SINGAPORE

Where Singapore's PDPA applies, PTE follows applicable notification, consent, purpose limitation, access, correction, protection, retention, transfer limitation, accountability, and breach-notification requirements.

ARTICLE 22 - CHILDREN

PTE is an adult business service and is not directed to children. Users must ordinarily be at least 18 or the applicable legal contracting age. PTE does not knowingly collect online information directly from children under 13 for membership.

ARTICLE 23 - DEIDENTIFIED INFORMATION

PTE may create and use deidentified or aggregated information for analytics, security, fraud prevention, statistics, research, development, and reporting, and will not attempt reidentification except where legally permitted for testing or security.

ARTICLE 24 - THIRD-PARTY LINKS

External providers and websites maintain independent privacy policies. A link or integration is not a privacy guarantee.

ARTICLE 25 - LEGAL PROCESS AND COMPLAINTS

PTE may preserve or disclose information in response to valid legal process and may withhold notice where prohibited or harmful. Privacy complaints may be sent to **info@wtebiz.com**. PTE will not unlawfully retaliate for good-faith rights requests or complaints.

ARTICLE 26 - CHANGES AND CONTACT

Material changes may be communicated by email, Account notice, website notice, consent request, or updated policy. Contact:

Premier Trade Exchange Privacy Office Email: info@wtebiz.com

MEMBER ACKNOWLEDGMENT

The Member acknowledges the collection, international processing, authorized-provider disclosure, retention, security, and rights framework described above.

Member: _____ **Authorized Signatory:**
_____ **Signature:** _____ **Date:** _____