

## **PRIVACY STATEMENT**

*TIP Solutions Inc (“TIP”) is committed to protecting the privacy of all individuals who utilize our site or products or services. Please read the following policy to understand how we collect, use and safeguard the information you may provide to us via this website (the “Site”). This policy may be revised from time to time, so please revisit this page often to remain fully informed of our policy.*

### **WHAT INFORMATION DOES TIP COLLECT FROM YOU?**

Via the Site, TIP collects from you: (i) personally identifiable information, and (ii) technical and other information.

- Personally Identifiable Information.

*General Site Visitors* - When you browse the Site, you do so anonymously; no personally identifiable information is collected.

*Contacting Us* – The Site permits you to contact us via email and via our Contact Us form. Whenever you send an email via an email link or through the Contact Us form on the Site, you may be providing us with your name, email address, phone number and mailing address and any information you choose to include in the text of your message. For example, you may choose to provide your mailing address or other information necessary or helpful for us to address your query or other concern.

- Technical and Other Information. While you are browsing the Site, we automatically log your IP address (a number assigned to your computer when you use the Internet) and your activity while using the Site. Additionally, in order to personalize and enhance your experience on the Site, we may also collect information through “cookies.” Cookies are small strings of text that are sent by the Site to your browser and then stored by your browser on your computer’s hard drive. We use cookies to help diagnose problems with our servers and to administer the Site. We also use cookies to gather broad demographic information and to help identify you in respect to visits to the Site so that we may improve your user experience, and to determine whether you visited the Site from a particular Internet link or advertisement. Most web browsers automatically accept cookies, but it is possible to change your browser setup so that it does not accept cookies. However, rejecting cookies may prevent you from taking advantage of certain portions of the Site.

### **HOW DO WE COLLECT INFORMATION FROM YOU?**

We collect, retain and use personally identifiable information from you on the Site by expressly requesting it from you when you request information from us via email or through our online Contact Us form.

### **HOW IS YOUR INFORMATION USED?**

- Our Use of Information. We collect, retain, and use the information we collect via the Site for legitimate business purposes only, including without limitation the following: responding to an inquiry from you or addressing a request submitted by you (including contacting you directly to request additional information to process your inquiry or request); contacting and providing you information regarding TIP and/or our business partners and affiliates; to correspond with you

regarding the Site, products or services; to inform you of developments in our company or with our services that we believe may be of interest; to monitor Site visitor traffic patterns and Site usage; to comply with applicable laws, regulations and rules, and requests of relevant regulatory and law enforcement and/or other governmental agencies; to enforce our Terms of Use; and/or to protect the rights, property, or safety of TIP, our users, and others.

- Sharing Information. *We do not sell or rent your personally identifiable information to third parties.* We may, however, share in aggregate, statistical form, non-personal information regarding the visitors to the Site, traffic patterns, and Site usage with our partners, affiliates or advertisers. In addition, we will disclose information we maintain, including personally identifiable information, when required to do so in order to comply with all applicable laws, regulations and rules, and requests of relevant regulatory and other governmental agencies, law enforcement agencies or other authorities.

## **MODIFICATIONS**

We strive to maintain the accuracy of any personally identifiable information that may be collected from you, and will use our commercially reasonable efforts to respond promptly to update our database when you tell us the information in our database is not accurate. It is your responsibility to ensure that such information is accurate, complete and up-to-date. You may obtain from us, by email or mail, the information in our records that pertains to you. If you wish to make any changes to any personally identifiable information you have provided to us, you may do so at any time by contacting us at [privacy@tipsolutionsinc.com](mailto:privacy@tipsolutionsinc.com).

## **MAILING LISTS**

When you contact us via email through the Site and/or the Contact Us form, you will be added (at no charge) to our mailing list, through which we will periodically send to you newsletters, publications, links to our affiliates, and other information regarding the TIP and our services.

## **OPT OUT**

You may opt out of receiving communications from us and/or our affiliates by emailing us at [privacy@tipsolutionsinc.com](mailto:privacy@tipsolutionsinc.com).

## **CONSEQUENCES OF NOT PROVIDING INFORMATION**

You may choose not to provide us with your personally identifiable information. However, choosing not to provide certain requested personally identifiable information may prevent you from accessing and taking advantage of certain services offered by TIP.

## **CHILDREN**

In compliance with the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-06 and 16 C.F.R. §§ 312.1-312.12, the Site does not permit children under 13 years of age to become users, and we do not collect information from children. By using the Site, you represent that you are not under 13 years of age.

## **THIRD PARTY WEBSITES**

TIP may reference or provide links to third party websites. We are not responsible for the third party websites, and you should review the privacy policies posted on such sites. Please be aware that TIP does not control, nor are we responsible for, the privacy policies or information practices of third parties or their websites.

## **PROTECTING YOUR PERSONALLY IDENTIFIABLE INFORMATION**

If you suspect unauthorized access to your information, it is your responsibility to contact TIP immediately. Please be aware that Internet data transmission is not always secure and we cannot warrant that information you transmit utilizing the Site is secure. Because security is important to both TIP and you, we will always make reasonable efforts to ensure the security of our systems.

## **BUSINESS TRANSFER**

TIP may, in the future, sell or otherwise transfer some or all of its assets to a third party. Your personally identifiable information and/or technical information we obtain from you via the Site may be disclosed to any potential or actual third party purchasers of such assets and/or may be among those assets transferred.

## **ACCEPTANCE OF THESE TERMS**

This Privacy Statement is incorporated into and subject to the terms of the TIP Terms of Use. If you do not agree to the terms of this Privacy Statement, please do not provide us with any information and do not use the Site. By using the Site and voluntarily providing your personally identifiable information to us, you consent to the collection and use of such personally identifiable information as set forth in this Privacy Statement.

## **EFFECTIVENESS**

This Privacy Statement is effective as of January 1, 2012. We reserve the right, at any time, to modify, alter, or update this policy, and any such modifications, alterations, or updates will be effective upon posting. In the event we modify this Privacy Statement, your continued use of the Site will signify your acceptance of the modified Privacy Statement.

## **QUESTIONS?**

Questions regarding this Privacy Statement should be directed to [privacy@tipsolutionsinc.com](mailto:privacy@tipsolutionsinc.com). TIP may also be contacted directly at the following address and phone number:

TIP Solutions Inc.  
113 McHenry Road, PMB 117  
Buffalo Grove, IL 60089  
Phone: (847) 955-2857

## **TERMS OF USE**

This website and the services of TIP Solutions Inc. and its affiliates (collectively, “**TIP**”) available via this website (the “**Site**”) are provided subject to the terms set forth herein. If you visit the Site, you agree to be bound by these Terms of Use.

*TIP reserves the right to make changes at any time to the Site or these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Site following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use.*

### **Trademarks and Copyrights**

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You agree you will not interfere, in any way, with others’ use of or access to the Site and will not attempt to gain unauthorized access to the computer system of any other Site user. You further agree not to take any other action in connection with your use of the Site which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the Site.

You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Site or any other page of the Site. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site.

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### **Unauthorized Use of the Site**

TIP reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site, including but not limited to: unauthorized access to the Site through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorized means; interference with the Site; action that imposes an unreasonable load on the Site. TIP’s decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of the Terms of Use or TIP’s legal rights.

### **Privacy**

The terms of the TIP Privacy Statement are hereby incorporated as part of these Terms of Use.

### **Submitted Materials**

Except where otherwise expressly provided by TIP, all comments, feedback, information or other materials posted or submitted to TIP through or in association with the Site (collectively, “**Submitted Materials**”) shall be considered non-confidential and TIP’s property. By submitting such Submitted Materials to TIP, you agree that you assign to TIP, without charge, all worldwide rights, title and interest, including copyrights and other intellectual property rights, in and to such Submitted Materials, and that TIP shall be free to use such Submitted Materials in any manner or media whatsoever, on an unrestricted basis and without any attribution, compensation or royalties to you.

### **TIP Does Not Endorse Comments of Users**

TIP does not necessarily endorse, support, sanction, encourage, verify, or agree with any comments, opinions, or statements of third parties as may be displayed on or transmitted via the Site. Any information or material placed on the Site by third parties are the views and responsibility of those who post the statements, and do not necessarily represent the views of TIP.

### **Links to Third Party Sites**

You acknowledge that, at any time, TIP may provide links to the websites of third parties. TIP is not responsible for the content of any links, or any products, services or other materials relating to any linked site, or any link contained in a linked site. The display of any link does not imply endorsement by TIP of the linked site or any content therein. IN NO EVENT WILL TIP BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY LINKED THIRD PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

### **Disclaimer of Warranties and Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, OR ANY INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, TIP MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE OR ANY INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES

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You agree to indemnify and hold the TIP Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) use of the Site, or any content, information, materials or services contained, displayed or available therein by you; (ii) your violation of these Terms of Use; (iii) any Submitted Materials provided to TIP; or (iv) your violation of any rights of any third party.

#### **Modification or Discontinuance of the Site by TIP**

At any time, without notice to you, and for any or no reason, TIP may modify or discontinue the Site. TIP shall in no way be held liable for any consequence which results from TIP's decision to modify or discontinue providing the Site.

#### **Denial of Access**

TIP may prohibit you from using or accessing the Site for any or no reason, at any time, in its sole discretion, without notice to you.

#### **Governing Law**

The laws of the State of Illinois will govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action arising out of the Terms of Use or your use of the Site shall be brought in state or federal court in Chicago, Illinois, and you consent to the jurisdiction of such courts.

#### **Miscellaneous**

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. TIP's failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless TIP agrees to such waiver in writing.

If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use set forth the entire understanding between you and TIP with respect to the subject matter

hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and TIP with respect to such subject matter.

### **Contact**

If you have any questions relating to these Terms of Use, the Site or TIP, please contact: [privacy@tipsolutionsinc.com](mailto:privacy@tipsolutionsinc.com).

### **Notice and Procedure for Making Claims of Intellectual Property Infringement**

TIP respects the intellectual property rights of others. If you believe that any content on this Site may infringe your copyrights or other intellectual property rights, please provide TIP the written information specified below. Please note that this procedure is exclusively for notifying TIP that your intellectual property rights have been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- A description of the intellectual property right that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

TIP's agent for notice of claims of copyright infringement or other intellectual property infringement on the Site can be reached as follows:

#### Intellectual Property Agent

TIP Solutions Inc.  
113 McHenry Road, PMB 117  
Buffalo Grove, IL 60089  
Phone: (847) 955-2857