

Pontera OMS Customer Privacy Policy

Last Updated: 11 December 2023

If you are a California resident, please also refer to our [Privacy Notice for California Residents](#).

Pontera Solutions Inc. (formerly FeeX, Inc.), its parent company and its affiliates (“**Pontera**”, “**we**” “**our**” or “**us**”) respects the privacy of its users and is committed to the protection of Customers’ and Advisors’ (each, as defined below) Personal Information (as defined below) that is collected, used or processed by us. This OMS Customer Privacy Policy (this “**Privacy Policy**”) describes how we may collect and use Personal Information pertaining to each of our registered customers (“**Customers**”), and our Customers’ authorized financial advisers (“**Advisors**”) who manage financial institution accounts, including held away financial accounts (collectively “**Financial Accounts**”) on behalf of their clients (“**End Users**”) that are the owners, holders, or beneficiaries of Financial Accounts with third party financial institutions (“**Financial Institutions**”). Our services allow our Customers and their Advisors (each hereinafter referred to as “**User**,” “**you**,” or “**your**”) to connect the Pontera Order Management System (OMS), which includes a designated website and a designated proprietary Software-as-a-Service platform (collectively, the “**Platform**”), in order to manage the Financial Accounts of End Users (collectively, the “**Services**”).

By using our Services, you acknowledge and agree that you have read this Privacy Policy and any applicable privacy notice and fully understand and agree with such terms. If you have not read, fully understood, and agreed to this Privacy Policy, you are not permitted to use any of the Services, including on behalf of any End User.

This Privacy Policy constitutes a binding and enforceable legal instrument between Pontera and you – so please read it carefully. Capitalized terms that are used but not defined herein have the meaning specified in the [Order Management System Subscription Agreement](#) (“**OMS Subscription Agreement**”), which incorporates the terms of this Privacy Policy by reference.

If you are an End User, please refer to our [End User Privacy Policy](#) and [End User \(Account Owner\) Terms and Conditions](#).

1. Your Consent

BY ENTERING, CONNECTING TO, OR ACCESSING THE PLATFORM, USING THE SERVICES (FOR THE AVOIDANCE OF DOUBT, THIS APPLIES FOR BOTH THE CUSTOMER AND THE ADVISOR), OR BY GRANTING US ACCESS TO THE DATA (AS SUCH TERM IS DEFINED IN THE [END USER \(ACCOUNT OWNER\) TERMS AND CONDITIONS](#)) YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY, INCLUDING WITH RESPECT TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION. IF YOU DISAGREE WITH ANY TERM PROVIDED HEREIN, YOU MAY NOT USE THE PLATFORM OR SERVICES AND MAY NOT GRANT US OR ANY ADVISOR ACCESS TO THE DATA.

The Platform allows Users to manage their End Users’ held-away Financial Accounts which are managed or held by third-party Financial Institutions without the User being considered to have custody over such accounts. The Platform allows you to log into a central user interface, review End Users’ Financial Account data, and issue trade orders for your End Users’ held away assets. The Platform is primarily used to manage 401(k)s, 403(b)s, 401(a)s, 457s, 529s Variable Annuities, Health Savings Accounts (HSAs), Thrift Savings Plans (TSPs), Individual Retirement Accounts (IRAs), and Stock Option Plans, which may change from time to time.

Please note you are not obligated to provide us with any information. You hereby acknowledge, warrant, and agree that any information you do provide us is provided of your own free will and consent, for the purposes and uses described herein.

THE SERVICES ARE NOT INTENDED FOR USE BY PERSONS OUTSIDE THE UNITED STATES OF AMERICA (E.G., PERSONS IN THE EUROPEAN ECONOMIC AREA, AS REFERRED TO UNDER THE EU GENERAL DATA PROTECTION REGULATION (GDPR) OR OTHER APPLICABLE LAW, (COLLECTIVELY “**NON-US PERSONS**”). BY ENTERING, CONNECTING TO, OR ACCESSING THE PLATFORM, USING THE SERVICES, OR BY GRANTING US ACCESS TO ANY DATA OR OTHER INFORMATION RELATING TO YOUR END USERS’ FINANCIAL ACCOUNTS, YOU HEREBY REPRESENT THAT YOU ARE NOT A NON-US PERSON.

IF YOU ARE A PROFESSIONAL ADVISOR USING THE SERVICES ON BEHALF OF AN END USER TO WHOM YOU PROVIDE PROFESSIONAL ADVICE, YOU WARRANT THAT SUCH END USER HAS READ AND AGREED TO THE [END USER \(ACCOUNT OWNER\) TERMS AND CONDITIONS](#) AND [END USER PRIVACY POLICY](#), INCLUDING TO THE COLLECTION AND PROCESSING OF THEIR PERSONAL INFORMATION. FURTHER, YOU REPRESENT THAT YOU UNDERSTAND THAT AS PART OF THE YOUR USE OF THE SERVICES, WE WILL PROCESS YOUR OWN PERSONAL INFORMATION (SUCH AS EMAIL ADDRESS, NAMES AND OTHER INFORMATION RELATED TO THE SERVICES).

2. Information We Collect

We may collect two types of information from our Users:

1. The first type of information is non-identifiable and anonymous information (“**Non-Personal Information**”). We are not aware of the identity of the User from which we have collected Non-Personal Information. Non-Personal Information is any unconcealed information which is available to us while Users are using the Platform or Services, or when you provide your End Users with your advice, via the Services. Non-Personal Information which is being gathered consists of technical and behavioral information, and may contain, among other things, the User's operating system (computer/mobile phone), type of browser, screen resolution, the User's 'clickstream' on the Platform, the period of time the User visited the Platform or used the Services, etc.
2. The second type of information is information which identifies an individual, is linked to an individual or their account with Pontera, or may with reasonable effort identify an individual, either alone or in combination with other information (“**Personal Information**”). This information may identify you or be otherwise associated with you. The Personal Information that we gather consists of (a) any personal details provided voluntarily by you or on your behalf, (b) information that is available to us in connection with your use of the Services for the benefit of your End Users, or (c) information that we receive in connection with your other interactions with us or the Platform. We may collect the types of Personal Information listed below:
 - Your identifying information such as name, birth date, state of domicile, phone number, mailing address and email address;
 - Your IP address;
 - Your account log in credentials, including user IDs and unique digital fingerprint;
 - Your employment information and professional credentials or certifications.

For the avoidance of doubt, any Non-Personal Information connected or linked to any Personal Information shall be deemed Personal Information for as long as such connection or linkage exists. Under this Privacy Policy, the term “information” shall mean both Personal and Non-Personal Information.

Furthermore, when signing up for our Services, you may be asked to provide certain Personal Information necessary for the processing of your payment of the fees via our third-party payment service provider. We may collect certain information including your credit card details and other payment account information. This information will be shared with our third-party payment providers solely in order to process your payments. It is your voluntary decision whether to provide any such Personal Information, but, if you choose not to do so, we will be unable to process your payments and cannot offer you the Services.

In the course of providing the Services, Pontera may learn demographic information about you such as employment history, educational attainment, gender and general interests.

We do not collect any Personal Information from you without your approval, which is obtained, *inter alia*, through your acceptance of the [OMS Subscription Agreement](#) and this Privacy Policy.

3. Methods of Information Collection

We collect information via the following methods:

1. We automatically collect Non-Personal Information through your use of the Platform or Services. As you navigate through and interact with our Platform or use our Services, we may use automatic data collection technologies to gather, collect, and record certain information about your equipment, browsing actions, and patterns, including details of your visits to our Platform and information about your computer and internet connection (such as your IP address, operating system, and browser type), either independently or through the help of third-party services, as detailed below.
2. We may collect Personal Information which you provide us voluntarily and with your consent. We may collect Personal Information required to operate the Services when you or someone acting on your behalf register and open an account with Pontera by completing the registration form.

4. Purposes of Collection

Non-Personal Information is collected in order to:

- Create aggregated statistical data for research purposes and customization and improvement of our products and services, including the Services.

Personal Information is collected in order to (only when applicable):

- Facilitate and provide the Services.
- Contact Users for the purpose of providing them with technical assistance, reminders and other information related to the Services and to collect feedback regarding the Services.
- Conduct market research, project planning, troubleshooting problems, detecting and protecting against errors.
- Facilitate our receipt of services from third-party contractors or service providers that assist or enable us to provide Users with the Services.
- Operate risk control, fraud detection and prevention measures, and to comply with laws and regulations, and other legal process and law enforcement requirements.
- Enforce Pontera's contractual rights, including under the [OMS Subscription Agreement](#) and any other terms of use or privacy policy applicable to your use of the Services.

5. Sharing Information with Third Parties

Pontera may disclose Personal Information in the following cases: (a) to comply with any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce the [OMS Subscription](#)

[Agreement](#) (including this Privacy Policy) or any other agreements between you (or any persons affiliated with you) and us, including investigation of potential violations thereof; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to respond to your support requests; (e) to respond to claims that any content available on the Platform violates the rights of third parties; (f) to respond to claims that contact information (e.g., name, e-mail address) of a third party has been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of Pontera, its Users, or any other person; (h) in connection with a change in control of Pontera, including by means of merger, acquisition or sale of all or substantially all of its assets; (i) to Pontera's third-party service providers that provide services to Pontera to facilitate our operation of the Site or our services (e.g., Amazon Web Services); (j) to collect your Personal Information through third-party service providers who will use your End Users' Financial Account log-in credentials to gather such information to provide the Services to you in a secure manner; (k) for any other purpose disclosed by us when you provide the information; or (l) pursuant to your explicit approval prior to such disclosure. For avoidance of doubt, Pontera may transfer and disclose Non-Personal Information to third parties in its sole discretion. Pontera requires any third parties with whom we share your Personal Information (as described above) to agree to terms consistent with industry standard privacy and data protection principles.

Except as otherwise stated in this Privacy Policy, we do not sell, trade, share, or rent your Personal Information collected from our Services to third parties. We may however transfer, share, or otherwise use anonymized, aggregated, or non-personal information in our sole discretion and without the need for further approval. You expressly consent to the sharing of your Personal Information as described in this Privacy Policy.

6. Modification or Deletion of Personal Information

We retain the Personal Information we collect only for as long as needed in order to provide you with our services and to comply with applicable laws and regulations. We then either delete from our systems or anonymize it without further notice to you. If for any reason you wish to request a modification, or deletion of, your Personal Information in accordance with Section 11 of this Privacy Policy, you may do so by contacting Pontera at support@Pontera.com or through the Platform.

If you withdraw your consent to us processing your Personal Information, we will delete your Personal Information from our systems (except to the extent we are required to retain such data, in whole or in part, to comply with any applicable rule or regulation, or to respond to or defend against legal proceedings).

If you wish to subscribe to our updates on your accounts, we will use your name and email address to send the newsletter to you. Out of respect for your privacy, you may choose to stop receiving our updates or marketing emails by following the unsubscribe instructions included in these emails, accessing the email preferences in your account settings page, or you can contact us at the email address mentioned above.

However, please note that, although your Personal Information may be removed from the Platform, Pontera will retain any anonymous information contained therein or any anonymized or aggregate data derived therefrom, and such information will be owned by us and may continue to be used by us for any purpose, including the operation or improvement of the Services.

7. Cookies & Local Storage

Pontera may use industry-standard technologies, such as “cookies” or similar technologies, which store certain information about you on your computer and allow us to enable the automatic activation or personalization of certain features, thereby making your interactions with our Services more convenient and efficient. The cookies that we use are created per session and do not include any information about you, other than your session key (which is generally removed at the end of your session). Most browsers will allow you to easily erase cookies from your computer’s hard drive, block acceptance of cookies, or receive a warning before a cookie is stored. However, if you block or erase cookies, your online experience and our ability to provide the Services to your Advisor may be limited or degraded.

Do Not Track Disclosure. Some web browsers may transmit “do-not-track” (“DNT”) signals to mobile applications with which the user communicates. We currently do not respond to DNT settings in your web browser. Our third-party service providers may collect information about you and your online activities over time and across online properties. These third parties may not respond to DNT settings in your web browser, and we do not obligate these parties to honor DNT settings.

8. Security

We take great care in implementing and maintaining the security of the Services and your Personal Information. Pontera employs industry-standard procedures and policies to ensure the safety of your Personal Information and prevent unauthorized access to or use of any such information. However, we do not and cannot guarantee that unauthorized access or use will never occur.

9. Third Party Software/Service

In order to provide the Services to Users, we use third-party software and services to collect and process the information detailed herein, and to improve our products and services, including the Services. Examples include: web hosting, sending communications, obtaining financial data, processing payments, assessing credit and compliance risks, analyzing data, and conducting customer relationship management. These third party service providers have access to the information needed to perform their respective functions, but may not use it for other purposes unless such data has been first anonymized. Further, they must process that information in accordance with this Privacy Policy and as permitted by applicable law.

10. Where Do We Store User’s Personal Information?

Information regarding the Users will be maintained, processed, and stored by us and our authorized affiliates and service providers in the United States, and as necessary, in secured cloud storage, provided by our third party service providers, which may include facilities located outside of the aforementioned location.

11. Updating, Obtaining a Copy of, or Deleting Your Personal Information

If the law applicable to you grants you such rights, you may ask to access, correct, or delete your Personal Information that is stored in our systems. You may also ask for our confirmation as to whether we process your Personal Information.

Subject to the limitations in law, you may request that we update, correct, or delete inaccurate or outdated information. You may also request that we suspend the use of any Personal Information whose accuracy you contest while we verify the status of that information.

Subject the limitations in law, you may also be entitled to obtain the Personal Information you directly provided us (i.e., excluding data we obtained from other sources) in a structured, commonly used, and machine-readable format and you may have the right to transmit such data to another party.

If you wish to exercise any of these rights, contact us at: legal@Pontera.com. When handling these requests, we may ask for additional information to confirm your identity and verify your request. Please note, upon request to delete your Personal Information, we may retain such data, in whole or in part, to comply with any applicable rule or regulation, and/or to respond to or defend against legal proceedings.

To find out whether these rights apply to you and on any other privacy related matter, you can contact your local data protection authority if you have concerns regarding your rights under local law.

12. Changes to this Privacy Policy

The terms of this Privacy Policy will govern your interaction with us, your use of the Services on behalf of your End Users, and any information collected in connection therewith. Pontera may change this Privacy Policy from time to time, in our sole discretion and without any notice. Pontera will notify you regarding material changes of the terms of this Privacy Policy by notice on the Pontera website or by sending you an e-mail regarding such changes to the e-mail address that you provided in the registration form. Such material changes will take effect seven (7) days after such notice is provided on Pontera's website or sent by email. Otherwise, changes to this Privacy Policy are effective as of the stated "Last Revised" date and your continued use of the Services after such date will constitute your acceptance of, and agreement to be bound by, such changes. IF YOU DO NOT AGREE WITH CHANGES TO THIS PRIVACY POLICY, YOU ARE OBLIGATED TO PROMPTLY NOTIFY US AND TERMINATE YOUR USE OF THE SERVICES.

13. Contact Us

If you have any questions (or comments) concerning this Privacy Policy, you are welcome to send us an email at the following address: support@Pontera.com.