ROLODEX TECHNOLOGIES, LLC

PRIVACY POLICY

ARTICLE I

PURPOSE, SCOPE, AND COMMITMENT TO PRIVACY

Section 1.1 — Purpose

Rolodex Technologies, LLC ("Rolodex," "Company," "we," "us," or "our") recognizes that the protection of Personal Information is fundamental to maintaining the trust and confidence of our customers, business partners, financial institutions, regulators, payment networks, investors, and other stakeholders.

This Privacy Policy constitutes a legally binding disclosure governing the collection, processing, storage, use, transmission, disclosure, retention, and protection of information obtained by Rolodex Technologies, LLC through its websites, mobile applications, software platforms, application

programming interfaces (APIs), digital wallets, cryptocurrency exchange services, remittance services, payment processing solutions, artificial intelligence systems, credit assessment platforms, investment services, and all related products and services (collectively, the "Services").

Section 1.2 — Commitment to Data Protection

Rolodex is committed to implementing privacy, cybersecurity, and data governance practices that meet or exceed applicable regulatory requirements, industry standards, and internationally recognized information security frameworks.

Section 1.3 — Acceptance

By accessing, registering for, or utilizing the Services, each user expressly acknowledges and consents to the collection, processing, and disclosure of information as described herein.

ARTICLE II

DEFINITIONS

Section 2.1 — Defined Terms

For purposes of this Privacy Policy:

(a) "Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identifiable individual.

(b) "Sensitive Personal Information" includes government-issued identifiers, financial account information, biometric identifiers, geolocation data, authentication credentials, tax information, and other categories of information afforded heightened protection under applicable law.

(c) "Processing" means any operation performed on Personal Information including collection, recording, storage, organization, structuring, analysis, retrieval, consultation, transmission, disclosure, deletion, destruction, or any combination thereof.

(d) "Applicable Law" means all federal, state, local, and international laws, regulations, directives, guidance, regulatory requirements, and governmental orders relating to privacy, data protection, cybersecurity, consumer protection, anti-money laundering, sanctions compliance, financial services, and electronic communications.

(e) "Data Subject" means an identified or identifiable natural person whose Personal Information is processed by Rolodex.

(f) "Third-Party Service Provider" means any vendor, contractor, processor, agent, consultant, or external organization engaged by Rolodex.

ARTICLE III

INFORMATION WE COLLECT

Section 3.1 — Information Collected Directly from Users

Rolodex may collect, generate, infer, receive, verify, and process information provided directly by users, including:

(a) Legal name;

(b) Date of birth;

(c) Government-issued identification;

(d) Passport information;

(e) Driver's license information;

(f) National identification numbers;

(g) Taxpayer identification numbers;

(h) Social Security numbers where legally required.

Section 3.2 — Contact Information

Rolodex may collect:

(a) Residential addresses;

(b) Mailing addresses;

(c) Email addresses;

(d) Telephone numbers;

(e) Mobile device information.

Section 3.3 — Financial Information

Rolodex may collect:

(a) Bank account information;

(b) Payment card information;

(c) Digital wallet information;

(d) Cryptocurrency wallet addresses;

(e) Trading activity;

(f) Investment portfolios;

(g) Payment transaction records;

(h) Remittance information;

(i) Source of funds information.

Section 3.4 — Regulatory Compliance Information

Rolodex may collect:

(a) Know Your Customer (KYC) documentation;

(b) Anti-Money Laundering (AML) records;

(c) Sanctions screening information;

(d) Politically Exposed Person (PEP) assessments;

(e) Customer Due Diligence (CDD) documentation;

(f) Enhanced Due Diligence (EDD) information.

Section 3.5 — Technical and Device Information

Rolodex may collect:

(a) IP addresses;

(b) Browser information;

(c) Device identifiers;

(d) Session information;

(e) Log files;

(f) Operating system information;

(g) Geolocation information;

(h) Network data;

(i) Device fingerprinting information.

Section 3.6 — Behavioral and Usage Information

Rolodex may collect:

(a) Platform interactions;

(b) Transaction behavior;

(c) Customer preferences;

(d) Communication records;

(e) Customer support interactions;

(f) Marketing engagement information.

ARTICLE IV

LEGAL BASIS FOR PROCESSING

Section 4.1 — General Authority

Rolodex processes Personal Information solely where authorized by Applicable Law.

Section 4.2 — Contractual Necessity

Processing may occur where necessary to perform contractual obligations owed to users.

Section 4.3 — Legal and Regulatory Obligations

Processing may occur where necessary to satisfy legal, regulatory, supervisory, judicial, law enforcement, anti-money laundering, sanctions, tax, and financial reporting obligations.

Section 4.4 — Legitimate Business Interests

Rolodex may process Personal Information for legitimate business interests including:

(a) Fraud prevention;

(b) Risk management;

(c) Cybersecurity protection;

(d) Product improvement;

(e) Service enhancement;

(f) Business continuity planning.

Section 4.5 — Consent

Where required by Applicable Law, processing shall occur based upon valid user consent.

ARTICLE V

USE OF INFORMATION

Section 5.1 — Operational Purposes

Rolodex may process Personal Information for purposes including:

(a) Account establishment;

(b) Account administration;

(c) User authentication;

(d) Transaction execution;

(e) Customer support;

(f) Service delivery.

Section 5.2 — Compliance Purposes

Information may be processed for:

(a) AML compliance;

(b) KYC verification;

(c) Sanctions screening;

(d) Regulatory reporting;

(e) Internal investigations.

Section 5.3 — Security Purposes

Information may be processed for:

(a) Fraud prevention;

(b) Cybersecurity monitoring;

(c) Threat detection;

(d) Incident response;

(e) Security investigations.

Section 5.4 — Business Purposes

Rolodex may process information for:

(a) Product development;

(b) Data analytics;

(c) Statistical modeling;

(d) Artificial intelligence training;

(e) Service optimization.

ARTICLE VI

ARTIFICIAL INTELLIGENCE,

AUTOMATED PROCESSING, AND ANALYTICS

Section 6.1 — AI Technologies

Rolodex Technologies, LLC may utilize advanced computational technologies including artificial intelligence, machine learning algorithms, predictive analytics, behavioral analytics, and automated decision-making systems.

Section 6.2 — Permitted Uses

AI systems may be utilized for:

(a) Fraud detection;

(b) Transaction monitoring;

(c) Anti-Money Laundering surveillance;

(d) Customer risk profiling;

(e) Creditworthiness evaluation;

(f) Cybersecurity monitoring;

(g) Customer support automation;

(h) Financial recommendation services.

Section 6.3 — Automated Decisions

Rolodex reserves the right to rely upon automated systems to identify, restrict, delay, reject, suspend, or escalate transactions, accounts, activities, or users where deemed necessary for compliance, risk management, fraud prevention, or security purposes.

Section 6.4 — Human Oversight

Rolodex shall maintain governance mechanisms designed to provide appropriate human oversight over material automated decisions where required by law.

ARTICLE VII
DISCLOSURE OF INFORMATION

Section 7.1 — Authorized Disclosures

Rolodex may disclose Personal Information to:

(a) Financial institutions;

(b) Payment processors and payment networks;

(c) Banking partners;

(d) Regulatory authorities;

(e) Law enforcement agencies;

(f) Courts, tribunals, arbitrators, and governmental bodies;

(g) Identity verification providers;

(h) Fraud prevention and cybersecurity vendors;

(i) Blockchain analytics providers;

(j) Professional advisors including auditors, accountants, and legal counsel;

(k) Successors, acquirers, investors, lenders, or purchasers involved in a corporate transaction.

Section 7.2 — Legal and Regulatory Compliance

Such disclosures may occur without additional notice where authorized or required by Applicable Law.

Section 7.3 — Corporate Transactions

Information may be transferred as part of:

(a) Mergers;

(b) Acquisitions;

(c) Consolidations;

(d) Asset sales;

(e) Financings;

(f) Corporate reorganizations.

ARTICLE VIII
ANTI-MONEY LAUNDERING, SANCTIONS, AND REGULATORY COMPLIANCE

Section 8.1 — Compliance Program

Rolodex maintains comprehensive compliance programs designed to satisfy applicable anti-money laundering, sanctions, counter-terrorist financing, anti-fraud, and financial crime prevention requirements.

Section 8.2 — Monitoring Activities

Users acknowledge and agree that Rolodex may:

(a) Monitor transactions;

(b) Conduct ongoing customer due diligence;

(c) Perform sanctions screening;

(d) Verify identities;

(e) Review account activity;

(f) Investigate suspicious activity.

Section 8.3 — Regulatory Reporting

Rolodex reserves the right to file Suspicious Activity Reports (SARs), Currency Transaction Reports (CTRs), sanctions reports, and other regulatory filings where required or permitted by Applicable Law.

Section 8.4 — Enforcement Actions

Rolodex may, in its sole discretion and without prior notice where legally permitted:

(a) Restrict accounts;

(b) Suspend transactions;

(c) Freeze assets;

(d) Reject transactions;

(e) Terminate customer relationships;

(f) Report activities to governmental authorities.

Section 8.5 — Preservation of Rights

Nothing contained in this Privacy Policy shall be interpreted as limiting Rolodex's authority to comply with any legal, regulatory, supervisory, judicial, or governmental obligation.

ARTICLE IX

BLOCKCHAIN, DIGITAL ASSETS, AND DISTRIBUTED LEDGER DISCLOSURES

Section 9.1 — General Acknowledgement

Rolodex may provide products and services involving cryptocurrencies, digital assets, tokenized assets, stablecoins, distributed ledger technologies, blockchain networks, decentralized protocols, and related technologies.

Users acknowledge and agree that blockchain technologies operate through decentralized systems that are not owned, controlled, or operated by Rolodex.

Section 9.2 — Public Nature of Blockchain Networks

Users acknowledge that:

(a) Transactions recorded on public blockchain networks may be publicly visible;

(b) Blockchain records may be accessible worldwide;

(c) Wallet addresses may become associated with transaction histories;

(d) Blockchain records may be immutable and permanent;

(e) Information recorded on a blockchain may not be capable of deletion, modification, or correction.

Section 9.3 — Blockchain Analytics

Rolodex reserves the right to utilize blockchain analytics tools, transaction monitoring systems, forensic technologies, risk intelligence platforms, and compliance screening services.

Such technologies may be utilized to:

(a) Detect suspicious activities;

(b) Assess wallet risk;

(c) Conduct sanctions screening;

(d) Identify illicit transactions;

(e) Monitor compliance obligations;

(f) Investigate fraud and financial crime.

Section 9.4 — No Control Over Blockchain Networks

Rolodex expressly disclaims responsibility for:

(a) Blockchain governance decisions;

(b) Network failures;

(c) Consensus failures;

(d) Hard forks;

(e) Soft forks;

(f) Validator actions;

(g) Miner actions;

(h) Protocol vulnerabilities.

ARTICLE X

DATA SECURITY AND INFORMATION PROTECTION

Section 10.1 — Security Program

Rolodex maintains a comprehensive information security program designed to protect Personal Information and Confidential Information against unauthorized access, disclosure, misuse, alteration, destruction, theft, corruption, or loss.

Section 10.2 — Administrative Safeguards

Administrative safeguards may include:

(a) Governance frameworks;

(b) Information security policies;

(c) Employee training programs;

(d) Background screening procedures;

(e) Risk management programs;

(f) Vendor management controls.

Section 10.3 — Technical Safeguards

Technical safeguards may include:

(a) Encryption technologies;

(b) Multi-factor authentication;

(c) Network monitoring systems;

(d) Endpoint protection technologies;

(e) Access controls;

(f) Intrusion detection systems;

(g) Threat intelligence platforms;

(h) Security information and event management systems.

Section 10.4 — Physical Safeguards

Physical safeguards may include:

(a) Facility security controls;

(b) Physical access restrictions;

(c) Surveillance systems;

(d) Environmental controls;

(e) Disaster recovery protections.

Section 10.5 — No Absolute Security

Notwithstanding any safeguards implemented by Rolodex, no security measure can guarantee absolute protection against all threats, vulnerabilities, attacks, or unauthorized activities.

ARTICLE XI

INCIDENT RESPONSE AND BREACH MANAGEMENT

Section 11.1 — Security Incident Program

Rolodex maintains incident response procedures designed to identify, assess, investigate, contain, remediate, and recover from cybersecurity incidents.

Section 11.2 — Detection and Investigation

Rolodex may monitor systems, networks, applications, devices, and transactions to identify actual or suspected security incidents.

Section 11.3 — Incident Response Activities

Response activities may include:

(a) Containment measures;

(b) System isolation;

(c) Account restrictions;

(d) Transaction suspension;

(e) Forensic investigations;

(f) Regulatory reporting.

Section 11.4 — Breach Notification

Where required by Applicable Law, Rolodex may provide notice to:

(a) Affected individuals;

(b) Regulatory authorities;

(c) Law enforcement agencies;

(d) Financial institutions;

(e) Payment networks.

Section 11.5 — Preservation of Evidence

Rolodex may preserve logs, communications, records, transaction data, and other information relating to actual or suspected incidents.

ARTICLE XII

INTERNATIONAL DATA TRANSFERS

Section 12.1 — Global Processing Activities

Rolodex operates within a global business environment and may transfer information across international borders.

Section 12.2 — Authorized Transfers

Personal Information may be transferred to:

(a) Affiliates;

(b) Subsidiaries;

(c) Banking partners;

(d) Service providers;

(e) Regulatory authorities;

(f) Business partners.

Section 12.3 — Transfer Mechanisms

Rolodex may utilize:

(a) Standard Contractual Clauses;

(b) Data Processing Agreements;

(c) Regulatory-approved safeguards;

(d) Binding contractual protections;

(e) Other lawful transfer mechanisms.

Section 12.4 — User Consent

Where required by law, users consent to international transfers of information as described in this Policy.

ARTICLE XIII

DATA RETENTION AND RECORDKEEPING

Section 13.1 — General Retention Principles

Rolodex shall retain information only for periods deemed necessary to satisfy:

(a) Legal obligations;

(b) Regulatory requirements;

(c) Business purposes;

(d) Security requirements;

(e) Risk management objectives.

Section 13.2 — Financial Services Records

Rolodex may retain:

(a) Transaction records;

(b) Account records;

(c) Identity verification records;

(d) Compliance documentation;

(e) Audit materials;

(f) Communications records.

Section 13.3 — Extended Retention

Certain records may be retained beyond standard retention periods where required by:

(a) Financial regulations;

(b) Tax laws;

(c) Court orders;

(d) Government investigations;

(e) Litigation preservation requirements.

Section 13.4 — Secure Destruction

Information may be securely destroyed, deleted, anonymized, or archived when retention obligations expire.

ARTICLE XIV

USER RIGHTS AND DATA SUBJECT REQUESTS

Section 14.1 — Rights Available Under Applicable Law

Subject to Applicable Law, users may possess rights relating to:

(a) Access;

(b) Correction;

(c) Rectification;

(d) Deletion;

(e) Restriction of processing;

(f) Data portability;

(g) Objection to processing.

Section 14.2 — Verification Requirements

Rolodex reserves the right to verify the identity and authority of any individual submitting a request.

Section 14.3 — Limitations

Rolodex may deny requests where:

(a) Required by law;

(b) Necessary to protect legal rights;

(c) Necessary for fraud prevention;

(d) Necessary for regulatory compliance;

(e) Necessary for financial crime investigations.

Section 14.4 — Appeals

Where required by law, individuals may appeal decisions relating to privacy requests through procedures established by Rolodex.

ARTICLE XV

COOKIES, TRACKING TECHNOLOGIES, AND DIGITAL IDENTIFIERS

Section 15.1 — Use of Technologies

Rolodex may utilize cookies, pixels, beacons, software development kits, tags, device identifiers, scripts, and related technologies.

Section 15.2 — Purposes

Such technologies may be used for:

(a) Authentication;

(b) Security;

(c) Fraud prevention;

(d) Analytics;

(e) Personalization;

(f) Performance monitoring.

Section 15.3 — Device Identification

Rolodex may utilize device recognition and fingerprinting technologies to identify suspicious activities and enhance security.

Section 15.4 — User Controls

Users may manage certain tracking preferences through browser settings, application settings, or other available controls.

ARTICLE XVI

CHANGES TO THIS PRIVACY POLICY

Section 16.1 — Right to Amend

Rolodex reserves the absolute right to amend, modify, supplement, restate, replace, or update this Privacy Policy at any time.

Section 16.2 — Reasons for Amendment

Amendments may occur due to:

(a) Changes in law;

(b) Regulatory developments;

(c) New products or services;

(d) Security enhancements;

(e) Business operations;

(f) Technological developments.

Section 16.3 — Notice of Changes

Rolodex may provide notice through:

(a) Website postings;

(b) Mobile application notifications;

(c) Electronic communications;

(d) Other reasonable methods.

Section 16.4 — Effective Date

Unless otherwise specified, amendments shall become effective upon publication.

Section 16.5 — Continued Use

Continued access to or use of the Services following publication of amendments shall constitute acceptance of the revised Privacy Policy.

Section 16.6 — Reservation of Rights

Rolodex expressly reserves all rights, remedies, privileges, protections, and defenses available under Applicable Law relating to privacy, cybersecurity, information governance, financial services regulation, consumer protection, anti-money laundering compliance, sanctions compliance, and risk management.

ARTICLE XVII

GENERAL DATA PROTECTION REGULATION (GDPR) COMPLIANCE

Section 17.1 — Applicability

(a) This Article applies to all Personal Data processed by Rolodex relating to individuals located within the European Economic Area ("EEA"), the United Kingdom, Switzerland, and any jurisdiction adopting substantially similar privacy legislation.

(b) Rolodex shall process Personal Data in accordance with the principles of lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, confidentiality, and accountability.

Section 17.2 — Lawful Bases for Processing

Rolodex may process Personal Data where:

(a) Processing is necessary for the performance of a contract;

(b) Processing is required to comply with a legal obligation;

(c) Processing is necessary to protect vital interests;

(d) Processing is necessary for legitimate business interests;

(e) The Data Subject has provided valid consent.

Section 17.3 — Rights of Data Subjects

Data Subjects may possess the following rights:

(a) Right of Access;

(b) Right of Rectification;

(c) Right to Erasure;

(d) Right to Restriction of Processing;

(e) Right to Data Portability;

(f) Right to Object;

(g) Right not to be Subject Solely to Automated Decision-Making.

Section 17.4 — Supervisory Authorities

Users may lodge complaints with the competent supervisory authority in their jurisdiction without prejudice to any other legal remedies available under applicable law.

ARTICLE XVIII

CALIFORNIA CONSUMER PRIVACY ACT (CCPA) AND CALIFORNIA PRIVACY RIGHTS ACT (CPRA)

Section 18.1 — California Residents

Residents of California shall be afforded all rights provided under the California Consumer Privacy Act, as amended by the California Privacy Rights Act.

Section 18.2 — Rights of California Consumers

California consumers may exercise:

(a) The Right to Know;

(b) The Right to Access;

(c) The Right to Correct;

(d) The Right to Delete;

(e) The Right to Opt-Out of Certain Sharing Activities;

(f) The Right to Limit Use of Sensitive Personal Information;

(g) The Right Against Retaliation or Discrimination.

Section 18.3 — Authorized Agents

Verified authorized agents may submit requests on behalf of consumers subject to identity verification procedures established by Rolodex.

ARTICLE XIX

VIRGINIA CONSUMER DATA PROTECTION ACT (VCDPA)

Section 19.1 — Virginia Consumer Rights

Virginia residents may exercise the following rights:

(a) Access;

(b) Correction;

(c) Deletion;

(d) Portability;

(e) Opt-Out Rights.

Section 19.2 — Appeals Process

Where Rolodex declines a consumer request, the consumer may submit an appeal through procedures established by the Privacy Office.

Section 19.3 — Review Procedure

Rolodex shall review all appeals in a commercially reasonable manner and provide written responses within applicable statutory timeframes.

ARTICLE XX

ARTIFICIAL INTELLIGENCE GOVERNANCE AND AUTOMATED DECISION-MAKING

Section 20.1 — AI Governance Framework

Rolodex may develop, deploy, acquire, operate, and monitor artificial intelligence systems, machine learning models, predictive analytics systems, neural networks, and automated decision-making technologies.

Section 20.2 — Permitted Purposes

AI systems may be utilized for:

(a) Fraud Detection;

(b) Transaction Monitoring;

(c) Anti-Money Laundering Surveillance;

(d) Customer Risk Profiling;

(e) Creditworthiness Evaluation;

(f) Cybersecurity Monitoring;

(g) Customer Support Automation;

(h) Financial Recommendation Services.

Section 20.3 — Human Oversight

Rolodex shall maintain governance mechanisms designed to provide appropriate human oversight over material automated decisions where required by law.

Section 20.4 — Risk Mitigation

Rolodex reserves the right to conduct periodic audits, bias assessments, validation procedures, and governance reviews of AI systems.

ARTICLE XXI

BIOMETRIC INFORMATION PROCESSING

Section 21.1 — Collection of Biometric Data

Rolodex may collect biometric identifiers and biometric information including:

(a) Facial geometry;

(b) Facial recognition templates;

(c) Liveness detection information;

(d) Identity verification images.

Section 21.2 — Purpose

Biometric information may be processed solely for:

(a) Identity verification;

(b) Fraud prevention;

(c) Regulatory compliance;

(d) Account security.

Section 21.3 — Retention and Destruction

Biometric data shall be retained only for periods reasonably necessary to satisfy legal, contractual, regulatory, and security requirements.

ARTICLE XXII

INTERNATIONAL DATA TRANSFERS

Section 22.1 — Cross-Border Processing

Personal Information may be transferred across international borders and processed in jurisdictions whose privacy laws may differ from those of the originating jurisdiction.

Section 22.2 — Transfer Safeguards

Rolodex may implement:

(a) Standard Contractual Clauses;

(b) Data Processing Agreements;

(c) Transfer Impact Assessments;

(d) Regulatory-approved transfer mechanisms.

Section 22.3 — Business Necessity

Users acknowledge that international transfers may be necessary for the provision of global financial services.

ARTICLE XXIII

AML, KYC, AND FINANCIAL CRIME COMPLIANCE DATA

Section 23.1 — Regulatory Compliance Program

Rolodex maintains comprehensive AML, KYC, CTF, sanctions compliance, and fraud prevention programs.

Section 23.2 — Information Collected

Rolodex may collect:

(a) Government-issued identification;

(b) Proof of address;

(c) Tax records;

(d) Source of funds information;

(e) Source of wealth information;

(f) Beneficial ownership information;

(g) PEP screening information.

Section 23.3 — Ongoing Monitoring

Rolodex reserves the right to conduct ongoing due diligence throughout the duration of the customer relationship.

ARTICLE XXIV

BLOCKCHAIN, DIGITAL ASSETS, AND DISTRIBUTED LEDGER DISCLOSURES

Section 24.1 — Public Blockchain Networks

Transactions executed on public blockchain networks may be permanently recorded and publicly accessible.

Section 24.2 — Immutable Records

Users acknowledge that blockchain data may be immutable and incapable of deletion or modification.

Section 24.3 — Blockchain Analytics

Rolodex may utilize blockchain analytics tools to:

(a) Detect suspicious activity;

(b) Assess risk;

(c) Monitor compliance obligations;

(d) Investigate fraud.

ARTICLE XXV

INCIDENT RESPONSE AND BREACH NOTIFICATION

Section 25.1 — Security Incident Management

Rolodex maintains formal incident response procedures designed to identify, assess, contain, investigate, remediate, and recover from cybersecurity incidents.

Section 25.2 — Breach Assessment

Rolodex shall evaluate all security incidents to determine materiality, legal obligations, and notification requirements.

Section 25.3 — Regulatory Notification

Where required by law, Rolodex may notify:

(a) Regulatory authorities;

(b) Law enforcement agencies;

(c) Impacted individuals;

(d) Financial institutions.

ARTICLE XXVI

THIRD-PARTY SERVICE PROVIDERS, VENDOR MANAGEMENT, AND SUPPLY CHAIN RISK

Section 26.1 — Vendor Due Diligence

Rolodex may conduct risk assessments of third-party service providers before engagement.

Section 26.2 — Contractual Safeguards

Vendors may be required to execute agreements containing confidentiality, privacy, cybersecurity, audit, and compliance provisions.

Section 26.3 — Monitoring

Rolodex reserves the right to conduct periodic assessments and reviews of vendor compliance obligations.

ARTICLE XXVII

CHILDREN'S PRIVACY AND AGE RESTRICTIONS

Section 27.1 — Age Requirement

The Services are intended solely for individuals who have reached the age of majority under applicable law.

Section 27.2 — Prohibited Use

Individuals under eighteen (18) years of age may not access or utilize the Services without lawful authorization where permitted.

Section 27.3 — Removal of Information

Rolodex may delete information believed to have been collected in violation of this Article.

ARTICLE XXVIII

FINANCIAL SERVICES REGULATORY DISCLOSURES

Section 28.1 — Regulatory Obligations

Rolodex may be subject to numerous regulatory obligations including:

(a) Banking laws;

(b) Securities laws;

(c) Money transmission regulations;

(d) Cryptocurrency regulations;

(e) Consumer financial protection laws.

Section 28.2 — Regulatory Reporting

Rolodex may disclose information to governmental authorities without additional notice where legally required.

ARTICLE XXIX

DATA RETENTION AND RECORDS MANAGEMENT

Section 29.1 — Retention Principles

Information shall be retained according to legal, regulatory, contractual, operational, security, and litigation requirements.

Section 29.2 — Extended Retention

Certain financial records may be retained beyond ten (10) years where required by law or regulatory guidance.

Section 29.3 — Litigation Hold

Rolodex may suspend routine destruction procedures where litigation, investigations, audits, or governmental inquiries are anticipated.

ARTICLE XXX

CUSTOMER RIGHTS AND REQUEST PROCEDURES

Section 30.1 — Submission of Requests

Individuals may submit privacy requests through methods designated by Rolodex.

Section 30.2 — Identity Verification

Rolodex may require authentication and verification before responding to any request.

Section 30.3 — Response Timeframes

Rolodex shall respond within legally mandated periods where applicable.

ARTICLE XXXI

PRIVACY DISPUTES, CLASS ACTION WAIVER, AND ARBITRATION

Section 31.1 — Mandatory Arbitration

Any dispute arising from or relating to privacy, data protection, information security, or Personal Information processing shall be resolved exclusively through binding arbitration.

Section 31.2 — Waiver of Jury Trial

All parties irrevocably waive any right to trial by jury.

Section 31.3 — Class Action Waiver

Claims shall be brought solely in an individual capacity and not as a plaintiff or class member in any purported class, collective, representative, or consolidated proceeding.

ARTICLE XXXII

ENTERPRISE INFORMATION SECURITY FRAMEWORKS

Section 32.1 — Security Program

Rolodex maintains a risk-based information security program designed to protect the confidentiality, integrity, availability, and resilience of information systems.

Section 32.2 — Recognized Frameworks

Security controls may be aligned with:

(a) NIST Cybersecurity Framework;

(b) NIST SP 800 Series;

(c) ISO/IEC 27001;

(d) ISO/IEC 27701;

(e) SOC 2 Trust Services Criteria;

(f) CIS Controls;

(g) PCI-DSS requirements.

Section 32.3 — Continuous Improvement

Rolodex reserves the right to modify, enhance, replace, or supplement security controls at any time to address evolving legal, regulatory, technological, operational, and cybersecurity risks.

ARTICLE XXXIII

PRIVACY BY DESIGN AND DEFAULT

Section 33.1 — Foundational Principle

Rolodex shall incorporate privacy, confidentiality, cybersecurity, and data protection considerations into the design, development, acquisition, deployment, operation, maintenance,

modification, and retirement of all products, services, applications, platforms, technologies, systems, and business processes.

Section 33.2 — Privacy by Default

(a) Personal Information shall be processed only to the extent necessary for the specific purpose for which it was collected.

(b) Systems shall be configured to collect the minimum amount of Personal Information reasonably necessary to fulfill operational, contractual, legal, and regulatory requirements.

(c) Default privacy settings shall be designed to maximize user privacy and minimize unnecessary exposure of Personal Information.

Section 33.3 — Design Reviews

Rolodex may require privacy, cybersecurity, legal, compliance, and risk-management reviews before the launch of any new product, service, feature, technology, or processing activity.

Section 33.4 — Continuous Assessment

Privacy risks shall be periodically assessed throughout the lifecycle of systems and services.

ARTICLE XXXIV

DATA GOVERNANCE COMMITTEE

Section 34.1 — Establishment

Rolodex may establish a Data Governance Committee ("DGC") responsible for overseeing enterprise-wide privacy, cybersecurity, data governance, information management, regulatory compliance, and risk management activities.

Section 34.2 — Authority

The DGC shall possess authority to:

(a) Establish data governance standards;

(b) Approve policies and procedures;

(c) Monitor compliance activities;

(d) Review material privacy incidents;

(e) Oversee data protection initiatives;

(f) Recommend corrective actions.

Section 34.3 — Membership

The DGC may include representatives from:

(a) Executive Management;

(b) Legal Department;

(c) Compliance Department;

(d) Information Security Department;

(e) Technology Department;

(f) Risk Management Department;

(g) Internal Audit Department.

Section 34.4 — Reporting

The DGC may periodically report material findings, risks, and recommendations to executive leadership and governing bodies.

ARTICLE XXXV

DATA CLASSIFICATION AND INFORMATION HANDLING STANDARDS

Section 35.1 — Classification Framework

Rolodex may classify information according to sensitivity, criticality, confidentiality, legal requirements, and business value.

Section 35.2 — Classification Categories

Information may be designated as:

(a) Public Information;

(b) Internal Information;

(c) Confidential Information;

(d) Restricted Information;

(e) Highly Sensitive Information.

Section 35.3 — Handling Requirements

Each classification level may be subject to specific requirements concerning:

(a) Storage;

(b) Transmission;

(c) Access;

(d) Encryption;

(e) Retention;

(f) Destruction.

Section 35.4 — User Responsibilities

Personnel handling information shall comply with all applicable classification and handling requirements.

ARTICLE XXXVI

RECORDS OF PROCESSING ACTIVITIES

Section 36.1 — Maintenance of Records

Rolodex may maintain records documenting processing activities involving Personal Information.

Section 36.2 — Record Contents

Records may include:

(a) Processing purposes;

(b) Categories of data subjects;

(c) Categories of Personal Information;

(d) Recipients of information;

(e) International transfers;

(f) Retention periods;

(g) Security measures.

Section 36.3 — Regulatory Cooperation

Such records may be disclosed to regulators where legally required.

ARTICLE XXXVII

DATA PROTECTION IMPACT ASSESSMENTS (DPIAs)

Section 37.1 — Requirement

Rolodex may conduct Data Protection Impact Assessments prior to engaging in processing activities presenting elevated privacy, security, regulatory, or operational risks.

Section 37.2 — Triggering Events

DPIAs may be required for:

(a) Artificial intelligence systems;

(b) Automated decision-making technologies;

(c) Biometric processing;

(d) Large-scale data collection;

(e) New technologies;

(f) Cross-border data transfers.

Section 37.3 — Assessment Criteria

DPIAs may evaluate:

(a) Necessity;

(b) Proportionality;

(c) Risk levels;

(d) Mitigation measures;

(e) Regulatory implications.

Section 37.4 — Risk Mitigation

Rolodex reserves the right to modify, delay, suspend, or terminate initiatives where identified risks cannot be adequately mitigated.

ARTICLE XXXVIII

INSIDER ACCESS CONTROLS AND PRIVILEGED ACCESS MANAGEMENT

Section 38.1 — Principle of Least Privilege

Access to Personal Information shall be restricted to authorized personnel possessing a legitimate business need.

Section 38.2 — Access Controls

Rolodex may implement:

(a) Role-based access controls;

(b) Multi-factor authentication;

(c) Segregation of duties;

(d) Access logging;

(e) Session monitoring.

Section 38.3 — Privileged Accounts

Administrative and privileged accounts shall be subject to enhanced controls and monitoring.

Section 38.4 — Insider Threat Monitoring

Rolodex reserves the right to monitor, investigate, restrict, suspend, or revoke access privileges where misuse or unauthorized activity is suspected.

ARTICLE XXXIX

GOVERNMENT REQUESTS FOR INFORMATION

Section 39.1 — Legal Compliance

Rolodex may disclose information in response to lawful requests from governmental authorities.

Section 39.2 — Verification Procedures

Rolodex may evaluate the legality, validity, scope, and jurisdiction of governmental requests before disclosure.

Section 39.3 — User Notification

Where legally permitted, Rolodex may provide notice to affected users prior to disclosure.

Section 39.4 — Preservation Requests

Rolodex may preserve information in anticipation of governmental investigations or legal proceedings.

ARTICLE XL

LAW ENFORCEMENT COOPERATION

Section 40.1 — Cooperation Policy

Rolodex may cooperate with law enforcement authorities concerning:

(a) Financial crimes;

(b) Fraud;

(c) Cybercrime;

(d) Money laundering;

(e) Terrorist financing;

(f) Sanctions violations.

Section 40.2 — Voluntary Cooperation

Where legally permissible, Rolodex may voluntarily provide information to prevent harm, financial loss, fraud, or threats to public safety.

Section 40.3 — Emergency Requests

Rolodex reserves the right to respond to emergency requests involving imminent threats to life, safety, infrastructure, or property.

ARTICLE XLI

CORPORATE TRANSACTIONS AND BUSINESS REORGANIZATIONS

Section 41.1 — Business Transfers

Personal Information may be transferred as part of:

(a) Mergers;

(b) Acquisitions;

(c) Consolidations;

(d) Investments;

(e) Asset sales;

(f) Corporate restructurings.

Section 41.2 — Successors and Assigns

Any successor entity may continue processing information in accordance with this Privacy Policy and applicable law.

Section 41.3 — Due Diligence

Rolodex may disclose information during corporate transactions subject to confidentiality and security protections.

ARTICLE XLII

AUDIT RIGHTS, COMPLIANCE REVIEWS, AND ASSESSMENTS

Section 42.1 — Internal Audits

Rolodex may conduct audits to assess compliance with privacy, security, and regulatory requirements.

Section 42.2 — External Assessments

Rolodex may engage independent auditors, assessors, consultants, or regulators to review compliance controls.

Section 42.3 — Corrective Actions

Rolodex may implement remediation measures to address identified deficiencies.

Section 42.4 — Documentation

Rolodex may maintain records of audits, assessments, findings, recommendations, and corrective actions.

ARTICLE XLIII

MONITORING, SURVEILLANCE, AND SECURITY ANALYTICS

Section 43.1 — Monitoring Activities

Rolodex reserves the right to monitor its systems, networks, applications, communications, devices, transactions, and platforms.

Section 43.2 — Permitted Purposes

Monitoring may occur for:

(a) Security;

(b) Fraud prevention;

(c) Regulatory compliance;

(d) Risk management;

(e) Service optimization;

(f) Operational integrity.

Section 43.3 — Security Analytics

Rolodex may utilize automated tools, behavioral analytics, artificial intelligence systems, and threat-detection technologies.

Section 43.4 — No Expectation of Absolute Privacy

Users acknowledge that activities conducted through Company systems may be subject to lawful monitoring.

ARTICLE XLIV

CYBER INSURANCE, CYBERSECURITY RESILIENCE, AND BUSINESS CONTINUITY

Section 44.1 — Cybersecurity Program

Rolodex may maintain cybersecurity programs designed to identify, protect, detect, respond to, and recover from cybersecurity threats.

Section 44.2 — Cyber Insurance

Rolodex may procure cyber liability insurance, technology errors and omissions insurance, crime insurance, and related coverage.

Section 44.3 — Business Continuity

Rolodex may maintain business continuity, disaster recovery, incident response, and operational resilience plans.

Section 44.4 — No Guarantee

The existence of insurance coverage shall not be construed as a guarantee of compensation for any particular incident or loss.

ARTICLE XLV

REGULATORY EXAMINATIONS, LIMITATION OF LIABILITY, GOVERNING LAW, AND SURVIVAL

Section 45.1 — Regulatory Examinations

Rolodex may be subject to examinations, inspections, investigations, audits, inquiries, reviews, and oversight by governmental agencies, regulatory authorities, self-regulatory organizations, and supervisory bodies.

Section 45.2 — Cooperation with Regulators

Rolodex reserves the right to provide information, records, reports, and documentation to regulators where required or permitted by law.

Section 45.3 — Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) Rolodex SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR MULTIPLE DAMAGES;

(b) Rolodex SHALL NOT BE LIABLE FOR LOSSES ARISING FROM CYBERATTACKS, THIRD-PARTY ACTS, INTERNET FAILURES, BLOCKCHAIN FAILURES, GOVERNMENTAL ACTIONS, OR EVENTS BEYOND ITS REASONABLE CONTROL;

(c) Rolodex MAKES NO GUARANTEE THAT ITS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

Section 45.4 — Governing Law

This Privacy Policy shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts-of-law principles.

Section 45.5 — Jurisdiction

Subject to any arbitration agreement, users consent to the exclusive jurisdiction of the state and federal courts located within the Commonwealth of Virginia.

Section 45.6 — Survival

The following provisions shall survive termination, suspension, closure of accounts, cessation of Services, expiration of agreements, corporate restructuring, insolvency proceedings, mergers, acquisitions, and all other events:

(a) Confidentiality obligations;

(b) Security obligations;

(c) Data retention obligations;

(d) Regulatory compliance obligations;

(e) Audit rights;

(f) Cooperation with governmental authorities;

(g) Limitation of liability provisions;

(h) Dispute resolution provisions;

(i) Indemnification rights;

(j) Record preservation obligations;

(k) Intellectual property protections;

(l) Any provision which by its nature is intended to survive termination.

Section 45.7 — Reservation of Rights

Rolodex expressly reserves all rights, powers, privileges, remedies, defenses, immunities, and protections available under applicable law, regulation, contract, equity, or common law.

Section 45.8 — Entire Privacy Policy

This Privacy Policy constitutes the complete and exclusive statement of Rolodex's privacy practices and supersedes all prior privacy notices, disclosures, representations, or understandings relating to the subject matter herein.

ARTICLE XLVI

DEFINITIONS AND CONSTRUCTION

Section 46.1 — Definitions

For purposes of this Privacy Policy, unless the context otherwise requires:

(a) "Affiliate" means any entity controlling, controlled by, or under common control with Rolodex.

(b) "Applicable Law" means all federal, state, local, international, regulatory, supervisory, administrative, and judicial requirements.

(c) "Customer Data" means any information submitted, generated, transmitted, received, processed, stored, or maintained through the Services.

(d) "Personal Information" shall have the broadest meaning permitted under applicable privacy laws.

(e) "Sensitive Personal Information" includes financial, biometric, geolocation, authentication, government-issued identification, and other specially protected information.

(f) “Processing” means any operation performed on information including collection, use, storage, transmission, disclosure, analysis, deletion, or destruction.

Section 46.2 — Construction

(a) Headings are for convenience only.

(b) Singular terms include the plural and vice versa.

(c) References to laws include amendments, regulations, and successor provisions.

(d) The terms “including” and “includes” shall mean “including without limitation.”

ARTICLE XLVII

INTERPRETATION RULES

Section 47.1 — Hierarchy

In the event of conflict between this Privacy Policy and mandatory provisions of Applicable Law, Applicable Law shall govern.

Section 47.2 — Regulatory Interpretation

Rolodex reserves the right to interpret and apply this Privacy Policy in a manner consistent with evolving legal, regulatory, supervisory, and industry standards.

Section 47.3 — Regulatory Guidance

Regulatory guidance, examination findings, supervisory expectations, enforcement actions, and interpretive statements may be considered when implementing this Privacy Policy.

ARTICLE XLVIII

REGULATORY REFERENCES AND COMPLIANCE STANDARDS

Section 48.1 — Regulatory Frameworks

Rolodex may operate in accordance with obligations arising under:

(a) Privacy laws;

(b) Financial services regulations;

(c) Securities regulations;

(d) Anti-money laundering laws;

(e) Sanctions regulations;

(f) Consumer protection laws;

(g) Cybersecurity requirements.

Section 48.2 — Evolving Requirements

Rolodex reserves the right to modify compliance practices as regulatory obligations evolve.

Section 48.3 — No Regulatory Limitation

Nothing in this Privacy Policy shall limit Rolodex's authority to comply with governmental directives or legal requirements.

ARTICLE XLIX

DATA FIDUCIARY AND DATA STEWARDSHIP OBLIGATIONS

Section 49.1 — Data Stewardship

Rolodex acknowledges its responsibility to manage Personal Information in a lawful, ethical, secure, and accountable manner.

Section 49.2 — Protection Principles

Rolodex may implement measures designed to:

(a) Protect confidentiality;

(b) Preserve integrity;

(c) Ensure availability;

(d) Support accountability;

(e) Minimize unnecessary processing.

Section 49.3 — Governance Responsibilities

Data stewardship obligations may be delegated to authorized personnel, committees, officers, and service providers.

ARTICLE L

FINANCIAL CRIME INTELLIGENCE SHARING

Section 50.1 — Information Sharing

Rolodex may share information relating to suspected fraud, money laundering, terrorist financing, sanctions evasion, cybercrime, identity theft, market abuse, or other unlawful activities.

Section 50.2 — Authorized Recipients

Information may be shared with:

(a) Financial institutions;

(b) Government agencies;

(c) Regulatory authorities;

(d) Industry intelligence networks;

(e) Fraud prevention organizations.

Section 50.3 — Good Faith Protection

Such disclosures may be made in good faith for the purpose of preventing financial crime or protecting the integrity of the financial system.

ARTICLE LI

OPEN BANKING AND CONSUMER-PERMISSIONED DATA RIGHTS

Section 51.1 — Open Banking Services

Rolodex may participate in open banking, open finance, and consumer-permissioned data-sharing ecosystems.

Section 51.2 — Customer Authorization

Data may be accessed, transmitted, or received pursuant to customer authorization.

Section 51.3 — Revocation

Customers may revoke authorizations in accordance with applicable law and platform functionality.

Section 51.4 — Third-Party Providers

Rolodex shall not be responsible for privacy practices of independent third-party providers operating outside its control.

ARTICLE LII

API, DEVELOPER, AND INTEGRATION PRIVACY REQUIREMENTS

Section 52.1 — API Services

Rolodex may provide APIs, SDKs, integration tools, and developer services.

Section 52.2 — Developer Obligations

Developers shall:

(a) Comply with Applicable Law;

(b) Maintain security safeguards;

(c) Restrict unauthorized access;

(d) Protect Personal Information.

Section 52.3 — Monitoring

Rolodex may monitor API usage for compliance, performance, fraud prevention, and security purposes.

Section 52.4 — Suspension

API access may be restricted, suspended, or terminated at any time.

ARTICLE LIII

SECURITIES, INVESTMENT, AND BROKERAGE DATA PROCESSING

Section 53.1 — Investment Services

Where investment-related services are provided, Rolodex may process information relating to:

(a) Trading activity;

(b) Portfolio holdings;

(c) Investment objectives;

(d) Risk tolerance;

(e) Suitability assessments.

Section 53.2 — Regulatory Requirements

Information may be retained and disclosed to satisfy securities laws, broker-dealer regulations, supervisory obligations, and audit requirements.

Section 53.3 — Surveillance

Rolodex may conduct monitoring and surveillance activities designed to detect insider trading, market manipulation, fraud, and regulatory violations.

ARTICLE LIV

STABLECOIN, DIGITAL ASSET RESERVE, AND TREASURY DATA

Section 54.1 — Reserve Management

Rolodex may process information relating to reserve assets, custody arrangements, liquidity management, collateralization, and treasury operations.

Section 54.2 — Verification

Rolodex may engage auditors, custodians, accountants, and third-party verification providers.

Section 54.3 — Transparency Reporting

Information relating to reserves may be disclosed in reports, attestations, audits, certifications, or regulatory filings.

ARTICLE LV

ADVANCED ARTIFICIAL INTELLIGENCE GOVERNANCE

Section 55.1 — Governance Principles

Rolodex may adopt AI governance frameworks emphasizing:

(a) Accountability;

(b) Transparency;

(c) Fairness;

(d) Reliability;

(e) Security.

Section 55.2 — Risk-Based Controls

AI systems may be categorized according to risk levels and subject to corresponding controls.

Section 55.3 — Model Monitoring

Rolodex may monitor models for:

(a) Accuracy;

(b) Drift;

(c) Bias;

(d) Security vulnerabilities;

(e) Regulatory compliance.

Section 55.4 — Model Retirement

Rolodex reserves the right to modify, suspend, retrain, replace, or retire AI systems at its discretion.

ARTICLE LVI

CROSS-BORDER REGULATORY COOPERATION

Section 56.1 — International Cooperation

Rolodex may cooperate with domestic and foreign regulators, supervisory authorities, and governmental agencies.

Section 56.2 — Information Requests

Rolodex may provide information pursuant to lawful requests, treaties, memoranda of understanding, regulatory agreements, or legal processes.

Section 56.3 — Global Compliance

Cross-border cooperation may occur for purposes including financial crime prevention, consumer protection, cybersecurity, market integrity, and regulatory oversight.

ARTICLE LVII

BUSINESS CONTINUITY OF PRIVACY OPERATIONS

Section 57.1 — Continuity Planning

Rolodex may maintain continuity plans to ensure privacy, security, and compliance functions remain operational during disruptions.

Section 57.2 — Emergency Operations

Privacy-related functions may continue through alternative systems, facilities, vendors, or personnel.

Section 57.3 — Recovery Procedures

Recovery procedures may prioritize critical systems and regulatory obligations.

ARTICLE LVIII

FORCE MAJEURE

Section 58.1 — Force Majeure Events

Rolodex shall not be liable for delays, interruptions, failures, disclosures, or performance deficiencies resulting from events beyond its reasonable control.

Section 58.2 — Covered Events

Such events may include:

(a) Natural disasters;

(b) Pandemics;

(c) Acts of war;

(d) Terrorism;

(e) Cyber warfare;

(f) Utility failures;

(g) Telecommunications outages;

(h) Government actions;

(i) Civil unrest.

Section 58.3 — Mitigation

Rolodex may implement commercially reasonable measures to mitigate the impact of force majeure events.

ARTICLE LIX

SEVERABILITY

Section 59.1 — Severability

If any provision of this Privacy Policy is determined to be invalid, unlawful, unenforceable, or void, such provision shall be modified or severed to the minimum extent necessary.

Section 59.2 — Continuing Effect

All remaining provisions shall remain in full force and effect.

ARTICLE LX

NO WAIVER

Section 60.1 — Reservation of Rights

Failure to enforce any provision shall not constitute a waiver of any right or remedy.

Section 60.2 — Written Waivers

Any waiver must be in writing and signed by an authorized representative of Rolodex.

ARTICLE LXI

ASSIGNMENT

Section 61.1 — Assignment by Company

Rolodex may assign, transfer, delegate, or novate its rights and obligations under this Privacy Policy without notice.

Section 61.2 — Assignment by Users

Users may not assign rights or obligations without prior written consent of Rolodex.

ARTICLE LXII

AMENDMENTS AND MODIFICATIONS

Section 62.1 — Amendment Authority

Rolodex reserves the absolute right to amend, modify, supplement, restate, replace, or update this Privacy Policy at any time.

Section 62.2 — Effective Date

Amendments shall become effective upon publication unless otherwise required by law.

Section 62.3 — Continued Use

Continued use of the Services constitutes acceptance of revised provisions.

ARTICLE LXIII

ENTIRE AGREEMENT REGARDING PRIVACY

Section 63.1 — Entire Understanding

This Privacy Policy constitutes the complete understanding between Rolodex and users concerning privacy and information-processing matters.

Section 63.2 — Supersession

This Privacy Policy supersedes prior privacy notices, disclosures, policies, and understandings.

ARTICLE LXIV

SURVIVAL OF OBLIGATIONS

Section 64.1 — Survival

The following shall survive indefinitely to the extent permitted by law:

(a) Confidentiality obligations;

(b) Data retention requirements;

(c) Security obligations;

(d) Audit rights;

(e) Regulatory cooperation provisions;

(f) Dispute resolution provisions;

(g) Limitation of liability provisions;

(h) Compliance obligations.

Section 64.2 — Continued Regulatory Compliance

Rolodex may continue retaining and processing information after account closure where necessary to satisfy legal obligations.

ARTICLE LXV

FINAL GENERAL PROVISIONS

Section 65.1 — Reservation of Regulatory Rights

Rolodex reserves all rights necessary to comply with legal, regulatory, supervisory, contractual, operational, and security obligations.

Section 65.2 — Good Faith Administration

Rolodex may administer, interpret, and enforce this Privacy Policy in good faith and in a manner designed to protect users, stakeholders, markets, regulators, and the integrity of financial systems.

Section 65.3 — Maximum Enforceability

All provisions shall be interpreted to achieve the fullest enforceable effect permitted by Applicable Law.

Section 65.4 — Official Version

The English-language version of this Privacy Policy shall govern and control in the event of inconsistencies with translated versions.

Section 65.5 — Effective Date

This Privacy Policy shall remain effective until amended, replaced, or withdrawn by Rolodex.

Section 65.6 — Institutional Compliance Statement

Rolodex is committed to maintaining a privacy, cybersecurity, governance, and compliance program consistent with the expectations of regulators, financial institutions, payment networks, investors, auditors, enterprise customers, and other stakeholders operating within highly regulated financial services environments.

ROLODEX TECHNOLOGIES, LLC.