

AYA fintech service privacy protection rules

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We provide our Andy Yeh Alpha (AYA) fintech service privacy protection policy (cf. the “Privacy Policy”) to inform all freemium members of our corporate rules, policies, and procedures in regard to the initial collection, verification, use, and disclosure of personally identifiable and private information about all end users of our current website <https://ayafintech.network> as well as our social network service via external sites such as Facebook, Twitter, LinkedIn, Medium, Tumblr, Reddit, Google+, YouTube, Messenger, Instagram, Pinterest, WeChat, Weibo, WhatsApp, WordPress, Weebly, Wix, Blogger, Baidu, and LINE etc. We refrain from collecting sensitive or confidential personal data and information from our respectful freemium members and end users. Instead, we focus on deciphering freemium member or end user responses to non-sensitive and non-confidential but informative questions. For instance, we ask each member to identify his or her natural pronunciation of the acronym of a common web image format, “GIF”: (1) hard “g” as in “gift”; (2) soft “g” as in “giraffe” or “jif”; (3) single syllable “gee” as in “gee eye eff”; or (4) none of the above. Several other questions are similar in form and nature and thus help identify personal proclivities, traits, attributes, preferences, peculiarities, or some other characteristics, which are both unique and specific to the respondent himself or herself. In this fashion, we gather and collect personal data and information in a unique way that empowers us to know more about each freemium member or end user without access to any sensitive or confidential information. In this spirit, we adhere to the highest international standards for user privacy protection and data access. Overall, we collect and use freemium member data and information “only in a meaningful way” without any form of privacy invasion, data breach of trust, theft, corruption, bribery, non-authentic access, or any other questionable practice(s).

We update the Privacy Policy from time to time for many reasons. Each version will immediately apply to information that we gather from all freemium members. We will notify our freemium members and users of any material changes to the Privacy Policy by posting the new Privacy Policy on our website. Each member can consult the latest version of this Privacy Policy regularly for any subsequent changes and updates.

By browsing our website, each freemium member or end user consents to our collection of his or her own personal data and information set forth in the Privacy Policy now as well as its subsequent amendment(s). Our collection of personal data and information may involve the use of cookies and other web widgets on computers, tablets, or other mobile devices. Our data collection may also entail gathering, sending, storing, deleting, applying, merging, verifying, transforming, disclosing, and juxtaposing data and information either in the public cloud or on our internal and external private servers. While most of our cloud activities may take place in U.S.A., we acknowledge the fact that many of our prospective and current freemium members reside outside America. For this reason, we ask all freemium members to adhere to the private protection rules and personal data protection laws in their local jurisdictions too.

For each freemium member who resides outside America, his or her personally identifiable information will be sent, transferred, processed, and stored on some U.S. cloud server(s) under U.S. and international privacy standards. By using our fintech network service and also providing personal data and information to us, each freemium member consents to such data transfer to our chosen cloud designation. In most cases, we adhere to the highest U.S. and non-U.S. privacy standards to circumvent any form of data breach of trust, theft, privacy invasion, corruption, bribery, non-authentic access, or any other questionable practices. In all cases, we attempt our best to honor our cloud-equivalent “fiduciary duties” of care, loyalty, and good faith. If some freemium member or end user has any comments or questions about this Privacy Policy or our careful use of his or her personally identifiable data and information, he or she can contact us via email service@ayafintech.network.

Information use and collection

We collect and use personal data and information primarily to provide freemium members and users with the proprietary software products and services made available on our AYA fintech network platform. This software service provision helps us better communicate topical macroeconomic news and financial market insights with all freemium members who make the most productive use of our web software solutions and services via authentic accounts on our AYA fintech network platform.

We may collect several categories of personal data and information about AYA freemium members and end users via our website. For expositional brevity and convenience, our non-exhaustive checklist includes the typical examples below:

1. **AYA registration data.** When each freemium member registers for our AYA fintech network service, he or she will need to answer basic questions upon registration (such as email address, username, and password etc).
2. **Personal identification information.** Each member has to provide at least key identification information in order to confirm his or her authentic identity (such as first and last name, username, address, and phone number etc).
3. **Third-party credential data and information.** Each member can choose to enter usernames, passwords, account numbers, and some other account details for third-party websites and online services. For instance, each user can login to make productive use of our AYA fintech network service(s) via the major social media outlets such as Facebook and Twitter.
4. **Technical data and information.** We collect technical data and information about each freemium user's interactions with our website such as computer browser types, web page views, mobile devices, operating systems, and IP addresses etc.
5. **Information from third-party social media.** In order to display information to each member or user via our AYA fintech network service provision, we may collect his or her account and other personal data and information from third-party websites that he or she registers under an authentic account on our AYA fintech network platform. For instance, if some freemium member registers his or her Twitter account on our AYA fintech network platform, we will aggregate "only his or her basic account information" via our website in order to present this information to him or her. Apart from social media, the main online brokerage services should not be applicable here because our AYA fintech network platform orchestrates only "fictitious" asset trades and transactions for freemium members to make productive use of their virtual dollars or "talents". We thus never retain or store any representation of each member's personal data and information from his or her brokerage account (e.g. Robinhood, E-Trade, Fidelity, Charles Schwab, TD AmeriTrade, Merrill Edge, TradeStation, Ally Invest, and so forth). In summary, our AYA fintech

network platform facilitates only “fictitious non-cash transactions” for users and members to invest with their virtual dollars or “talents”.

6. **Geographic data and information.** We may collect geographic data and information about each freemium member’s current location. He or she can choose to disable this functionality to stop sharing this information via his or her mobile device or our website.
7. **Other data and information.** We may occasionally request other personal data and information (such as comments, suggestions, questions, or other ideas) in order to provide each member with complementary improvements and benefits for better user experience on our AYA fintech network platform. In this case, each member or user can take the opportunity to provide his or her additional data and information. Alternatively, each member or user also has the opportunity to decline this request for better privacy protection.

Personal contact information

Each freemium member’s full username and image (or profile picture), for which he or she uploads to and registers on **Andy Yeh Alpha (AYA) fintech network platform**, Facebook, or Twitter, are shown to all freemium members and users within the AYA fintech network community such that all freemium members then connect with others in accordance with this Privacy Policy. If some AYA user or member activates the mobile device option available pursuant to our terms and conditions of service, we will collect his or her personal contact information and correspondence (such as email addresses, phone number(s), and some social media account details etc). Also, we may use this contact information to reach each freemium member to communicate any changes and updates to our terms and conditions of service, general house rules for freemium members and end users, best practices for members and users, core disclaimers and declarations, corporate value propositions and mission statements, as well as member data and privacy protection rules for our AYA fintech network platform.

We may use each member’s personal contact information in order to inform him or her of our software products and services (such as our proprietary software solutions, analytic reports, ebooks, blog posts, comments, and messages etc). If each freemium member decides at any time that he or she no longer wishes

to receive such information or communication from us, he or she can follow the standard procedures to unsubscribe from our AYA fintech network platform.

Browser log data

When each freemium member visits our website, the cloud server automatically records information that his or her browser sends whenever he or she visits a website. The browser log data may include information such as IP addresses, browser types, web domains, web page views, search terms, and any clickable online ads. For most end users who access the Internet from an Internet service provider, the IP address may be different every time he or she logs on our AYA fintech network platform. We use the log data in order to monitor the use of our AYA fintech network service for the technical support administration. We never associate each user's IP address with any other personal information to identify him or her, except in the rare but plausible case of clear violation of our terms and conditions of service, general house rules for freemium members and end users, best practices for members and users, core disclaimers and declarations, corporate value propositions and mission statements, as well as member data and privacy protection rules for our AYA fintech network platform.

Website usage data

Analogous to many other websites, **Andy Yeh Alpha (AYA) fintech network platform** makes productive use of "cookie software technology" to collect extra website usage data in order to improve our service provision. A cookie is a small data file that we transfer to each member's computer hard disk or mobile device. We never use cookies to collect personally identifiable information. We however may use both session-specific and persistent cookies to better understand how each freemium member or user interacts with our AYA fintech network service provision. This conscious application also helps monitor aggregate user usage and web traffic on our AYA fintech network platform. Thus, we make productive use of cookies to help improve both our service provision and user experience. A session-specific cookie enables some website features as part of our network service, and we delete each session-specific cookie from the end user's mobile device, tablet, or computer when he or she disconnects from our website. Yet, a persistent cookie remains after he or she closes the browser. This alternative cookie may be active and applicable for the browser to function well during the

freemium member's subsequent visits to our AYA fintech network platform. At any rate, all persistent cookies can be subject to removal when each freemium member follows the web browser help file directions to delete these cookies. In fact, most Internet browsers automatically accept cookies. Anyone can instruct the web browser to stop accepting cookies via optional customization. Anyone can further stop the web browser from prompting him or her to accept the use of cookies during each web session. On balance, we politely advise each user or member to accept web browser cookies in order to optimize our AYA fintech network service provision and his or her overall user experience.

Personal data and information disclosure

We engage a few third parties to perform technical functions and services to us. These functions and services include website design, maintenance, and other technical support. We share freemium member and user data and information with these third parties only to the extent that would be necessary for these third parties to perform both their technical services and functions pursuant to mutual legally-binding contractual obligations, which in effect require these third parties to maintain both the privacy and security of personal data and information about our freemium members and end users. Furthermore, we may use member data and information about third-party websites to provide our AYA fintech network service, which may include authentic access to these third-party websites that each freemium member selects on his or her behalf, such that we can present key information to each AYA fintech network member within a reasonable time frame. With respect to mobile applications or mobile versions of our AYA fintech network platform, we may collect the unique device identifier (i.e. Device ID) for the mobile device by phone makers, carriers, or operating-system orchestrators. Device IDs allow app developers, advertisers, and others to identify each user's web usage, data, and mobile device(s) for the practical purposes of storing app preferences and other details for better AYA fintech network service provision and user experience.

We may use each member's Device ID for security purposes. If some member has activated a particular feature that limits access to our AYA fintech network platform from a specific device, our system will detect his or her Device ID from each device (with which he or she attempts to access our service) in order to determine if the device is the specific device with proper authorization. Further, we may use member-specific Device IDs to monitor any suspicious activity. For

instance, if we detect that multiple devices access a single AYA account at the same time (as our cloud records of Device IDs may determine so or otherwise), we may contact the “authentic” end user to ensure that this access has received proper authorization from the key member of our AYA fintech network platform.

In order to ensure compliance with both U.S. and international law enforcement, **Andy Yeh Alpha (AYA) fintech network platform** cooperates with official and private organizations to deter any illegal, unlawful, or suspicious activities such as privacy invasion, data breach of trust, theft, corruption, non-authentic access, or any other questionable practices. We reserve the right to disclose information about each freemium member or end user to the government, law enforcement, or private parties as we consider necessary or appropriate in our own discretion to respond to claims or legal processes (such as subpoenas) in order to protect the tangible and intellectual properties and rights of **Brass Ring International Density Enterprise (BRIDE), Andy Yeh Alpha (AYA)**, their business affiliates or partners, or third-party service providers. Furthermore, these necessary and appropriate measures and responses can help ensure the safety of the general public or any person. We will undertake these initiatives and endeavors in order to prevent any illegal, unethical, or questionable activities or practices for better legal compliance within the broad purview of our AYA fintech network platform.

Apart from major corporate events (such as merger, acquisition, reorganization, asset sale, liquidation, and so on), BRIDE and AYA never intend to sell, transfer, or otherwise share some or all of its tangible assets, intellectual properties and rights (such as patents, trademarks, and copyrights etc), or user-specific details. Without user consent, we never sell, publish, or share member data and other personal information to any third parties for their commercial purposes.

In connection with third party services, we may share some user data and other personal information with the third parties when our members are attempting to process the **membership transactions** for proper and authentic access to our proprietary software technology and some other product and service feature(s) available on our AYA fintech network platform.

We may share each freemium member’s personal information with third-party service providers to allow them to fulfill the request or transaction that he or she conducts via our website. This fulfillment involves the core operation of website functions and services with our proprietary software technology. On our behalf,

the third parties that receive proper access and authorization to each member's personal data and information have the contractual obligations to abide by our member data and privacy protection rules, terms and conditions of service, and disclaimers and declarations for our AYA fintech network platform.

We may share each member's or end user's personal data and information with other third parties with his or her consent. In our own discretion, we reserve the basic right to disclose each freemium member's personal data and information with the government, law enforcement, and other third parties:

1. to respond to subpoenas, court orders, or other legal processes;
2. to investigate, prevent, defend against, or take other action with respect to any violations of our service terms and conditions and privacy policies and disclaimers, illegal or suspicious fraud activities, or other potential threats to any person's life, liberty, safety, legal properties and rights, as well as to the overall security of our AYA fintech network platform or service provision;
3. to respond to claims that any member posts, comments, messages, or other online actions violate the tangible and intangible properties and rights of any third parties;
4. to protect the health and safety of our freemium members and end users or the general public, especially in an emergency;
5. as otherwise we deem necessary to ensure compliance with any applicable law, rule, or regulation.

Third-party data collection

Some of our AYA fintech network members may offer several separate financial products and services from third parties available on our AYA fintech network platform. These third-party offers may be complementary to each member's or end user's review and application of our proprietary software solutions, analytic reports, ebooks, blog posts, comments, and messages etc. We sometimes also customize member-centric posts, comments, or messages on the primary basis of member survey data (such as \$cashtags for individual assets, \$hashtags for investment styles or portfolio tilts, and @usernames for individual members etc). If some freemium member chooses to use such separate products and services with personal data disclosure and proper authorization to some third party, then its use of member data and information is subject to the applicable third party's privacy protection rules and service terms and conditions. In this special case,

each freemium member should review the third party's general practices before he or she decides to use their supplementary products and services. In our sole discretion, we will decide whether AYA fintech network platform allows or bans any such third-party service provision on the primary basis of personal data and information that each freemium member or end user sporadically sends us. In the rare and questionable or suspicious scenario where some third party offers prohibitively inappropriate products or services within our AYA fintech network community, we reserve the ultimate right to refuse courteous service to anyone for any reason.

Violations of our service terms and conditions and member usage rules will lead to the prompt deletion of offensive or inadequate posts, comments, interactions, or messages. Under particular circumstances, we may consider it necessary to enforce the permanent or interim suspension of member-specific AYA accounts and IP addresses. In those undesirable scenarios, we may ban some users and IP addresses from creating new accounts on our AYA fintech network platform. For this reason, we ask each user to review our terms and conditions of service, house rules for freemium members and end users, best practices for members and users, core disclaimers and declarations, corporate value propositions and mission statements, and member data and privacy protection rules for our AYA fintech network platform.

Confidential data protection

We strive to safeguard the security and confidentiality of each user's personally identifiable information. We employ administrative and electronic measures that have been designed to protect each user's personal data and information from non-authentic access without proper authorization. For legal purposes, we will disclose any technical breach of security, confidentiality, or integrity of member data and information via email with proper electronic encryption or some public announcement on AYA fintech network platform without unreasonable delay in the most expedient time possible. In order to ensure legal compliance, we will undertake necessary actions to determine the scope of such breach in order to fulfill the legitimate needs of law enforcement without compromising the general and reasonable integrity of our internal data network system.

Non-affiliation with external cyberspace

AYA fintech network platform contains multiple hyperlinks to external websites. The mere fact that our platform links to external websites or any other third party webpages does not constitute an endorsement, authorization, or representation of our affiliation with those external websites or any other third parties. Because we cannot exercise control over external websites or any other third parties, we cannot prevent them from placing their own cookies or other files on the user's mobile device, from collecting personal data and information from that device, nor from soliciting personally identifiable information about the user and his or her significant others, close friends, and colleagues etc. These other websites may follow different privacy protection rules and terms and conditions in regard to the use and disclosure of personal data and information that our member(s) might submit to third parties. In light of such inexorable contingencies, we need to advise each freemium member and end user to review the privacy protection policies and terms and conditions for these external websites and third parties. **Brass Ring International Density Enterprise (BRIDE)** and **Andy Yeh Alpha (AYA) fintech network platform** will not react to any legal complications that might arise due to disputes between third parties and AYA freemium members.

Our non-service provision toward children

AYA fintech network platform serves only persons who are at least 18 years old or above the legal age in the local jurisdiction. If a parent or a guardian becomes aware that his or her child has provided us with personal data and information without parental guidance and consent, this parent should immediately contact us at service@ayafintech.network. At any rate, we will never collect personal data and information from underage children. Should we become aware that an underage child has provided us with personally identifiable information, we will delete such data and information from our network system without any notice.

Each freemium member or end user agrees and understands that all the posts, comments, messages, images, video clips, codes, or other materials that he or she publishes on, uploads to, transmits through, or links from our AYA fintech network service, whether he or she is an end user, an author, a contributor, or a content curator, are the sole responsibility of the person from whom any such content originates. While we specify and offer our service terms and conditions,

general house rules for freemium members and end users, best practices for freemium members and end users, key disclaimers and declarations, corporate value propositions and mission statements, as well as member data and privacy protection rules, **Andy Yeh Alpha (AYA) fintech network platform** and its key business affiliates and partners cannot control, and are not responsible for, any verbal, visual, or video content available within our AYA fintech network service. By using our AYA fintech network service, each freemium member or end user may be exposed to questionable or suspicious content that might be offensive, indecent, inaccurate, erroneous, ambiguous, or otherwise objectionable. **Brass Ring International Density Enterprise (BRIDE)** and its business affiliates and partners are not responsible for the online or offline conduct of any user, author, contributor, or content curator on our **Andy Yeh Alpha (AYA) fintech network platform**. Further, our AYA fintech network platform and its website and content may contain hyperlinks to external websites that are completely independent of both BRIDE and AYA. We make neither representation nor warranty in regard to the accuracy, completeness, or authenticity of the data and information made available on any such external websites. Each freemium member's use of links to any such external websites carries his or her own risk. Each freemium user agrees and acknowledges that he or she must evaluate, and also must bear all possible risks therein, the use of any content that he or she may or may not rely on this content. Under no circumstances will BRIDE and AYA and their primary business affiliates and partners be responsible or liable for any form of content or for any loss or damage of any kind that might arise as a result of the use of any such content made available via our AYA fintech network service provision.