

# Privacy Policy of [www.Browntrading.com](http://www.Browntrading.com)

This Privacy Policy (“Policy”) [www.browntradingacademy.com](http://www.browntradingacademy.com), and all related content, materials and services (collectively, the “Site”) is hereby made effective as of March 14, 2019, by Brown Trading Academy, Inc, a North Carolina corporation (“Brown Trading Academy” or “we” or “us” or “our”).

## General

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When you (“you” or “your” or “user” or “member”) browse the Site, register for a membership, or use our products, services or other materials available on the Site, you will provide certain information to us and we will learn, collect, use and share certain information about you for various purposes, as more fully set forth in this Policy.

By using or accessing the Site, you agree that you have read and understood this Policy, and acknowledge and consent to the learning, collection, use and sharing of your information as described in this Policy. If you do not agree with any portion of this Policy, you are prohibited from using or accessing the Site.

## Information We Collect and Use

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Our primary purpose in collecting information about you is to provide you with our products and services, but we will also use this information in connection with the operation and improvement of the Site and our business and may provide this information to our affiliates or to other third parties for use in their businesses or for other purposes.

When you access, visit, register for and otherwise use the Site, we will learn, collect, store and use:

- personally identifiable data and information about you, such as your name, physical and/or electronic mail address, telephone, fax or mobile numbers, and other data or information that can be used to specifically identify you (all such personal data and information is collectively referred to herein as, “Personal Information”); and

- non-personally identifiable information about you, such demographic information, location, age, gender, and data on your use of the Site and other online activity (“Non-Personally Identifiable Information”).

Personal Information and Non-Personally Identifiable Information are together referred to herein as “Information”.

*Using the Site.* When you access, visit and use the Site, we automatically receive and store the uniform resource locator of the prior webpage that you were on and of the webpage where you go after you leave the Site. We also receive and store additional Information such as your internet protocol (IP) address, browser types, domain name, and other statistical data involving your access, browsing and use of the Site. This Information is generally collected passively using various technologies, but this Information may also be provided by you through interactions or communications with the Site or us.

*Registration.* In order to become a registered user of the Site or to use or obtain certain products or services offered on or through the Site, we will request, and you will need to provide us with, Personal Information such as your name, postal and/or email address, telephone, fax or mobile numbers. Registered users who sign up for any trial membership, premium membership or other account, product or service must also provide billing and credit card information. Without providing Personal Information, you cannot create an account, become a registered user of the Site, or obtain our products or services. We will use this Information to provide our products and services to you, in connection with our business and operations and in other ways that are provided in this Policy. We may also collect certain other Information from you such as demographic information, location, age or gender. Providing this information is optional, and is not required.

*Cookies and Tracking Technologies.* Like many websites, we use cookies and similar technologies to record your preferences, track your usage of the Site, improve the Site and collect data and other Information. Cookies are automatically placed on your computer when you access the Site. Members who do not wish to have cookies placed on their computers should set their browsers to block cookies. Some features of the Site may not function properly if the ability to accept cookies is disabled.

Brown Trading Academy also receives and collects Information through other commonly used techniques and technologies, including without limitation:

- through your browser, computer, mobile device, or tablet to ensure Site functionality,
- through pixel tags, web beacons, or clear GIFs,
- through Flash objects, or
- through your IP Address.

If you disable our ability to collect Information through any of these means, some features of the Site may not function properly.

We also use other programs, software and/or applications, including, without limitation, Google Analytics, to analyze typical user behavior, improve the Site or in connection with our business or operations; and, for security purposes and to ensure the availability of the Site, we may also use programs, software and applications to monitor network traffic, identify unauthorized attempts to upload or change information, or otherwise cause damage to the Site or Brown Trading Academy. And, when you visit the Site, we automatically receive and collect the uniform resource locator of the prior webpage that you were on and of the webpage where you go after the Site, the IP address of your computer, the type of operating system and web browser you are using, your location, date and time of your access, pages viewed on the Site and other Information related to your visit to the Site.

We may also collect information when you interact with the Site's or our customer service in order to assist you or maintain or improve the Site.

*Chat Room.* We operate a chat room on the Site. Any Information you disclose in a chat room becomes public information. If you post Personal Information online, in a chat room, or anywhere on the Site that is accessible to the public or to other users, you have made that information available to the public, and it is no longer private. In that case, other people may receive, collect and use that Information. You should exercise caution when deciding whether to post or disclose any of your Personal Information or any other Information in any chat room or forum, including any public or private chat room or forum on the Site. Please note that Personal Information you have published on any chat room or forum, including any chat room or forum on the Site, may remain publicly available even if you request that

such Information be internally deleted by Brown Trading Academy. We will not post your Personal Information in any public chat rooms or forums.

## Information We Do Not Collect

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Brown Trading Academy is solely an informational and educational platform and online community, providing impersonal advice and education so you can independently trade your own funds and securities. We do not provide investment advisory services or trade securities for the account of others. We are not an investment adviser or broker-dealer, do not provide advice on the value or advisability of your purchases of securities, and do not effect or facilitate transactions or otherwise handle securities or funds of others.

We only communicate with you through the contact information and social media accounts on the Site, would never give you personalized investment advice, and would never ask you for your social security number, to wire money or to provide access or information on your financial or securities accounts (except for billing purposes as set forth above)! Don't be fooled by scams or other imposters asking for this information, they are not from Brown Trading Academy! If someone pretending to be affiliated with Brown Trading Academy asks you for this information, please contact [Rod@browntradingacademy.com](mailto:Rod@browntradingacademy.com).

## How We Use Your Information

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Brown Trading Academy uses your Information, including Personal Information, in connection with the operation, development and improvement of the Site and other products and services offered by Brown Trading Academy and its affiliates, the operation and billing of your account and/or membership, and for other uses consistent with this Policy. Brown Trading Academy and its affiliates may use your Personal Information for any purpose related to their business or operations, including, without limitation, the following:

- to provide our products and services, operate the Site and respond to your inquiries and fulfill your requests,
- to manage your account and/or membership, subscription and other billing purposes,

- to allow outside vendors or other to perform services on our behalf,
- to inform you about information regarding the Site, products or services for which you apply or may be interested in applying for, or in which you are already enrolled, changes to terms, conditions, and policies and/or other administrative information,
- to deliver marketing communications that we believe may be of interest to you, including, ads or offers tailored to you from us or our affiliates,
- to personalize your experience on the Site,
- to verify your identity and/or location in order to allow access to your accounts, and to maintain measures aimed at preventing fraud and protecting the security of account and Personal Information,
- to allow you to participate in surveys and other forms of market research, sweepstakes, contests and similar promotions and to administer these activities (some of these activities may have additional rules, which may contain additional information about how Personal Information is used and shared),
- for general business purposes, to otherwise manage and operate the Site, develop new services and products, and conduct the business and operations of Brown Trading Academy and its affiliates, including data analysis, audits, developing and improving products and services, enhancing the Site, identifying usage trends and determining the effectiveness of promotional campaigns,
- for risk control, for fraud detection and prevention,
- to enforce the Terms and Conditions of [www.browntradingacademy.com](http://www.browntradingacademy.com) (the “Terms and Conditions”),
- to protect the rights and property of Brown Trading Academy or its officers, directors, shareholders, employees or agents, and
- to comply with laws and regulations, and to comply with other legal process and law enforcement requirements.

Please be aware that you are responsible for the payment of any fees or costs incurred by you in connection with receipt of communications from Brown Trading

Academy or its affiliates, including data, internet, cellular carrier or other similar fees.

## Who Your Information May Be Shared With

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Brown Trading Academy may sell, disclose, share or otherwise provide your name, physical address, electronic mail address, telephone, fax or mobile numbers, and Non-Personally Identifiable Information to third parties. Brown Trading Academy may also sell, disclose, share or otherwise provide your Information with third parties:

- as described in this Policy;
- as required by law or to comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures;
- as reasonably necessary to respond to claims of a violation of the rights of third parties, whether or not the third party is a user, individual, entity or government agency;
- to detect, prevent and address fraud and other illegal activity and to prevent death or imminent bodily harm; or
- for any purpose related to the business or operations of Brown Trading Academy or its affiliates.

Brown Trading Academy may also share or otherwise provide Non-Personally Identifiable Information or other aggregated anonymous data or information to third parties (including sub processors) about the users or usage of the Site for purposes that we deem, in our sole discretion, to be appropriate.

Brown Trading Academy may post and use any testimonials about the Site that you have provided in connection with the marketing and promotion of the Site.

Testimonials and other marketing, promotions and advertisements may include limited Personal Information (such as first name and general location) that you have provided to Brown Trading Academy.

Brown Trading Academy may also disclose your Information to third parties as part of our selling the stock or assets of the company, as the result of a proposed or actual change in control of the company, or in connection with any financing of or

investment in the company by a third party. Any successor or assign of Brown Trading Academy, including any third party to which Brown Trading Academy transfers or sells its assets, will have the right to continue to use your Information.

*Access to and Protection of Your Personal Information.* You may access, modify and correct some Personal Information provided to us through your account information on the Site. To the extent that you wish to access, modify or correct Personal Information that is not available through your account information, you may contact us in the manner set forth below. We will endeavor to respond to your request in a timely manner.

Personal Information will be stored by us in databases or servers owned and maintained by us or our affiliates, agents or service providers. Personal Information will be protected in a commercially reasonable manner. We take what we believe to be industry standard security measures to help safeguard your Personal Information, but no system is entirely secure. Although we protect your Personal Information in a commercially reasonable manner and with industry standard security measures, we do not guarantee that your Information will always remain secure.

## Do Not Track

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We do not track our members over time and across third party websites to provide targeted advertising.

## Links to Other Websites

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We are not responsible for the practices employed by websites linked to or from the Site, nor the information or content contained in such websites, nor any third party's use of Information or other data or information which we have sold, disclosure, shared or otherwise provided to them. Please remember that when you use a link to go from the Site to another website, this Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on the Site, are subject to that website's rules, terms and conditions, and/or policies.

## Children

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The Site is not directed to individuals under the age of 13. Brown Trading Academy does not intentionally collect any Information on the Site from individuals we actually know are under 13. In fact, registration for and use of the Site by persons under the age of 18 is expressly prohibited. If we become aware that we have collected any Information, including without limitation Personal Information, from a person under age 13, we will take steps to remove that Information.

## Data Retention

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We retain the personal information you provide while your account is in existence or as needed to provide you our services. If you close your account(s), your information will generally be removed from the Service within 24 hours. We generally delete closed account information and will de-personalize any logs or other backup information within 30 days of account closure, except as noted below.

We may retain your personal information even after you have closed your account if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes between users, prevent fraud and abuse, or enforce this Privacy Policy or Terms and Conditions. We may also retain information for as long as is necessary to provide support-related reporting and trend analysis only.

## GDPR Supplement to Privacy Policy of www.BrownTradingAcademy.com

This GDPR Supplement to the Privacy Policy (the “GDPR Supplement”) of [www.browntradingacademy.com](http://www.browntradingacademy.com) (the “Site”), is hereby made effective as of March 15, 2019, by Brown Trading Academy, Inc., a North Carolina corporation (“Brown Trading Academy” or “we” or “us” or “our”), and supplements that certain Privacy Policy of Brown Trading Academy, (the “Privacy Policy”), for the citizens of the European Union (the “EU”) described below.

This GDPR Supplement is intended to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation) (the “GDPR”).

This GDPR Supplement is directed to, and applies only to, residents of the European Union, to whom Brown Trading Academy offers goods or services, or who access the Site and may be subject to monitoring or the collection of personal data by Brown Trading Academy (“you” or “your” or “EU User” or “EU Member”), as when you browse the Site, register for a membership, or use our goods or services or other materials available on or through the Site, you will be providing certain information to us that could be used to identify you, and we will learn, collect, use and share certain information about you for various purposes, as more fully set forth in the Privacy Policy and this GDRP Supplement. For clarification, this GDPR Supplement applies to both Personal Information and Non-Personally Identifiable Information, as those terms are defined in this Privacy Policy, of EU residents.

## 1. Contact Information

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If you have questions regarding the Privacy Policy or this GDPR Supplement, then you should contact Brown Trading Academy at:

Brown Trading Academy

Email: [Rod@browntradingacademy.com](mailto:Rod@browntradingacademy.com).

Likewise, if you desire to exercise a right described Paragraphs 3 through 9, below, and your exercise of that right requires you to contact Brown Trading Academy, then you should contact Brown Trading Academy at [Rod@browntradingacademy.com](mailto:Rod@browntradingacademy.com).

## 2. Legal Basis of Processing

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Our legal basis for collecting and using the information described above will depend on the type of information and the specific context in which we collect it.

We process information about you in order to provide our services in accordance with our Terms and Conditions, for example to provide you with our educational courses and to allow us to send you important service updates.

We also process information about you where it is in our legitimate interests to do so and not overridden by your rights (for example, in some cases for direct marketing, fraud prevention, network and information systems security, responding to your communications, and improving our services).

In some cases, we may also have a legal obligation to collect information about you, or may otherwise need the information to protect your vital interests or those of another person.

### 3. [Right to Access](#)

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You have a right to confirmation by Brown Trading Academy as to whether Brown Trading Academy is processing your personal data and, where that is the case, you have a right to access the following information:

- The purpose of the processing;
- The categories of personal data concerned;
- The recipients or categories of recipients to whom your personal data have been or will be disclosed;
- The envisaged period for which your personal data will be stored or the criteria used to determine that period;
- The existence of your right to rectification (discussed below);
- The existence of your right to erasure (discussed below);
- The existence of your right to restrict processing (discussed below);
- The existence of your right to object to processing (discussed below);
- The existence of your right to lodge a complaint with a supervisory authority (discussed below);
- Whether Brown Trading Academy uses your personal data for automated decision-making and, where that is the case, the logic involved and the significance and envisaged consequences to you;

- Where Brown Trading Academy does not collect your personal data directly from you, the existence of your right to information regarding Brown Trading Academy's source of your personal data; and
- Where Brown Trading Academy intends to transfer your personal data to a third country or international organization, the existence of your right to be informed of the appropriate safeguards used in connection with the transfer.

Your right to access includes the right to obtain a copy of the personal data Brown Trading Academy is processing. In compliance with the GDPR, Brown Trading Academy will provide one such copy for free, but Brown Trading Academy may charge a reasonable fee for any additional copies.

#### 4. Right to Rectification

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You have a right to obtain from Brown Trading Academy the rectification of inaccurate personal data concerning you. Additionally, taking into account the purposes for which Brown Trading Academy is processing your personal data, you have a right to obtain from Brown Trading Academy the completion of incomplete personal data concerning you.

#### 5. Right of Erasure

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You have a right of erasure to obtain from Brown Trading Academy the erasure of your personal data based on any of the following grounds:

- your personal data is no longer necessary in connection with the purposes for which Brown Trading Academy collected or otherwise processed your personal data (subject to the exceptions described below);
- Brown Trading Academy collected or otherwise processed your personal data on the basis of your consent and you have since withdrawn your consent (subject to the exceptions described below);
- You have exercised your right to object to processing (discussed below) and there are no overriding legitimate grounds for Brown Trading Academy to continue processing your personal data;
- Brown Trading Academy has unlawfully processed your personal data;

- Compliance with a legal obligation imposed by the EU or the law of any “member state” of the EU (a “Member State”), to which Brown Trading Academy is subject, requires the erasure of your personal data; or
- Brown Trading Academy has collected your personal data in relation to the offer of information society services, i.e., an offer for a service normally provided for remuneration, at a distance (the parties are not simultaneously present), by electronic means, and at the individual request of the recipient of the service.

### **Exceptions**

Your right to erasure described above, does not apply where Brown Trading Academy’s processing of your personal data is necessary for:

- exercising the right of freedom of expression and information;
- complying with a legal obligation imposed by the EU or any Member State to which Brown Trading Academy is subject or for carrying out a task in the public interest; or
- establishing, exercising, or defending legal claims.

## **6. Right to Restrict Processing**

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You have a right to restrict Brown Trading Academy’s processing of your personal data if any of the following applies:

- you contest the accuracy of your personal data Brown Trading Academy is processing, (for a period sufficient to enable Brown Trading Academy to verify its accuracy);
- Brown Trading Academy’s processing of your personal data is unlawful but you object to the erasure of your personal data;
- your personal data is no longer necessary in connection with the purposes for which Brown Trading Academy collected or otherwise processed your personal data, but you require your personal data for the establishment, exercise, or defense of legal claims; or
- you have exercised your right to object to processing (discussed below), (pending verification that Brown Trading Academy has overriding legitimate grounds to process your personal data).

If you exercise your right to restrict processing, and if your exercise of said right is valid, then Brown Trading Academy can store your personal data but cannot

otherwise process your personal data without your consent, unless otherwise processing your personal data is necessary for the establishment, exercise, or defense of legal claims, the protection of the rights of another natural or legal person, or for reasons of important public interest of the EU or a Member State.

## 7. [Right to Object to Processing](#)

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### **Right to Object to Processing Based on Your Particular Situation**

Where Brown Trading Academy's processing of your personal information is necessary for legitimate interests pursued by Brown Trading Academy, you nevertheless have a right to object to Brown Trading Academy's processing of your personal information on grounds relating to your particular situation. If you exercise this right, Brown Trading Academy cannot process your personal data unless Brown Trading Academy demonstrates that it has overriding legitimate grounds to process your personal data.

### **Right to Object to Processing for Direct Marketing Purposes**

You have a right to object to Brown Trading Academy's processing of your personal information for direct marketing purposes. If you exercise this right, Brown Trading Academy cannot process your personal information for direct marketing purposes.

## 8. [Right to Data Portability](#)

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Where Brown Trading Academy's processing of your personal data is based on your consent or is necessary for the performance of a contract to which you are a party or is necessary to take steps requested by you prior to entering into a contract, and where Brown Trading Academy's processing of your personal data is carried out by automated means, you have a right to data portability. This means that you have a right to receive from Brown Trading Academy a copy of the personal data you provided to Brown Trading Academy in a structured, commonly used, and machine-readable format. Additionally, this means that you have a right to require Brown Trading Academy to transmit directly to a third party the personal data you provided to Brown Trading Academy, provided that such transmission is technically feasible and provided further that such third party is a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of processing personal data.

## 9. [Right to Withdraw Consent to Processing](#)

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Where Brown Trading Academy's processing of your personal data is based on your consent, you have a right to withdraw consent. However, your withdrawal of consent will not affect the lawfulness of Brown Trading Academy's processing of your personal data prior to your withdrawal of consent.

## 10. [Right to Lodge a Complaint with a Supervisory Authority](#)

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If you think that Brown Trading Academy's processing of your personal data is unlawful or otherwise improper, you have a right to lodge a complaint with a Supervisory Authority. A "Supervisory Authority" is an independent public authority established by a Member State pursuant to Article 51 of the GDPR. You should contact the Supervisory Authority established by the Member State of which you are a citizen. If you cannot identify that Supervisory Authority, then you may contact Brown Trading Academy using the contact information provided in Paragraph 1, above. Brown Trading Academy will exercise its best efforts to assist you in identifying that Supervisory Authority.

## 11. [Intention to Transmit Your Data to a Third Country](#)

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Brown Trading Academy is based in the United States. Information about you may be transferred to, and processed in, the United States and countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country and, in some cases, may not be as protective. Brown Trading Academy employs several safeguards to protect the transmission of your personal data. These safeguards include encryption of certain data and other commercially reasonable measures and practices. If you desire more information regarding these safeguards, then you should contact Brown Trading Academy using the contact information provided in Paragraph 1.

Brown Trading Academy has not secured an Agency Decision from the European Commission that the safeguards it employs are adequate to protect your personal data.

## Miscellaneous

In addition to the Site, this policy also applies to any Brown Trading Academy mobile applications and any Information that we may collect through such applications.

This Policy has been adopted and is effective as of the date set forth above, without waiving or otherwise releasing any right or obligation under any prior privacy policy or similar document or agreement of Brown Trading Academy, including without limitation any prior privacy policy or similar document or agreement set forth on the Site. This Policy hereby amends and restates any such prior privacy policy.

Brown Trading Academy reserves the right to revise this Policy at any time without notice. By using the Site, you are agreeing to be bound by the then-current version of this Policy, and your continued use of the Site reaffirms your agreement to the then-current Policy. You agree to consult the Site regularly for up-to-date versions and information about this Policy. Without limiting the foregoing, we will provide notification by electronic mail, check box, highlighted text on the Site, or other means we deem adequate, of the adoption of a revised or amended Policy that contains material revisions, amendments or other changes to the terms.

In the event that the terms of this Policy conflict with or are inconsistent with any provision of the Terms and Conditions, the Terms and Conditions shall govern.

Any claim under this Policy or otherwise related to the Site or Brown Trading Academy shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions and shall be exclusively resolved by a state or federal court located in Wake County, North Carolina. You agree to submit to the personal jurisdiction of the courts located within Wake County, North Carolina, for the purpose of litigating all such claims. Notwithstanding the above, you agree that Brown Trading Academy shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) or to enforce its rights or remedies in any jurisdiction.

The Site, and the other products and services of Brown Trading Academy, are solely directed to and intended for individuals residing in the United States. Those who choose to access and use the Site, and the other products and services of Brown

Trading Academy, from other locations do so at their own risk, and are responsible for compliance with all laws, rules and regulations applicable thereto. Brown Trading Academy reserves the right to limit the availability of the Site, and any other products or services of Brown Trading Academy, to any person, geographic area, or jurisdiction, in any manner and at any time, in its sole discretion.

If any provision of this Policy is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Policy will not be affected in any way.

Questions about this Policy should be addressed to [Rod@browntradingacademy.com](mailto:Rod@browntradingacademy.com).

IF YOU DO NOT AGREE WITH ANY TERM OR PROVISION OF THIS POLICY, PLEASE EXIT THE SITE IMMEDIATELY. PLEASE BE ADVISED THAT YOUR CONTINUED USE OF THIS SITE OR THE PRODUCTS OR INFORMATION PROVIDED THEREBY SHALL INDICATE YOUR CONSENT AND AGREEMENT TO THIS POLICY.