

WEDGE PRIVACY POLICY

Last Updated: 12/17/2021
v1.03

The Wedge.Us website and its associated services and content (collectively “**Website**”), as well as the Wedge mobile application and its associated software, design, and services (collectively the “**App**”) are owned and operated by Wedge Financial, Inc. (“**Wedge**”, “**our**”, “**us**”, “**we**”), a Delaware corporation with its principal place of business in Wimberley, Texas. Wedge has adopted this Privacy Policy (“**Privacy Policy**”) to inform you that it collects Personal Information when you use the Website and App and to explain how this information is used. You should contact Wedge directly with any questions or concerns.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. YOUR ACCESS TO AND USE OF ANY PART OF THE APP OR WEBSITE CONSTITUTES YOUR EXPRESS AGREEMENT TO THE TERMS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT ACCESS THE APP OR WEBSITE. By using any part of the Website or App, which are intentionally defined broadly, you agree to be bound by all of the terms of this Privacy Policy. If you have questions regarding this Policy, please contact Wedge under the methods in the “Contact and Notices” section below.

BY USING AND ACCESSING ANY PART OF THE DIGITAL SERVICES, YOU UNCONDITIONALLY AND EXPRESSLY ACKNOWLEDGE, REPRESENT AND AGREE THAT YOU: (I) HAVE READ AND UNDERSTAND THE TERMS OF THIS PRIVACY POLICY; (II) UNDERSTAND THAT YOU ARE BOUND BY THE TERMS OF THIS PRIVACY POLICY; (III) WILL COMPLY WITH THE TERMS OF THIS PRIVACY POLICY AND ANY APPLICABLE LAWS AND REGULATIONS; AND (IV) YOU WILL NOT CONTEST THE APPLICABILITY OR ENFORCEABILITY OF THIS PRIVACY POLICY.

WEDGE MAY CHANGE, MODIFY, AMEND, SUSPEND, TERMINATE, OR REPLACE THIS PRIVACY POLICY FROM TIME TO TIME AND WITHIN ITS SOLE AND ABSOLUTE DISCRETION. IN THE EVENT WEDGE CHANGES, MODIFIES, AMENDS, OR REPLACES THIS PRIVACY POLICY, THE EFFECTIVE DATE, LOCATED ABOVE, WILL CHANGE. YOUR CONTINUED USE OF THE WEBSITE AND/OR APP AFTER A CHANGE IN THE EFFECTIVE DATE OF THIS PRIVACY POLICY CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE CHANGE, MODIFICATION, AMENDMENT, OR REPLACEMENT CONTAINED WITHIN.

1. Definitions.

- “**Account**” or “**Wedge Account**” means a Client’s secured login that can be used to access the Wedge Card Services on the App. Your Account does not hold any funds. Instead, all funds are received and held by our bank partners.

- **California Consumer Privacy Act (“CCPA”)** means the California statute intended to enhance privacy rights and consumer protection for residents of California, United States.
- **“Card” or “Wedge Card”** means the physical, synthetic Mastercard payment card or virtual Mastercard payment card issued to you by our partner bank and connected to the App. The Card is not a gift card, nor is it intended for gifting purposes. Funds are not stored on the Card, and your account with the Issuer is not interest bearing. Clients may also connect their Wedge Card to their digital wallet, such as through Apple Pay and Google Pay.
- **“Client(s)”** means any individual that creates an Account and downloads the App to utilize the Wedge Card Services.
- **General Data Protection Regulation (“GDPR”)** means the European Union (“EU”) law on data protection and privacy applicable to individuals within the EU.
- **“Personal Data”** under the GDPR means any information relating to an identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Personal Information”** as defined under the CCPA, means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. For purposes of this Privacy Policy, “Personal Data” is included within this definition.
- **“User(s)”** means all individuals that visit, access, and use the Website and/or App, including Clients and Visitors.
- **“Visitors”** means all individuals that access and visit the Website, but do not create an Account.
- **“Wedge Card Services”** means the payment tools and services provided by Wedge through the App, which provides you with the opportunity to apply for and use a Wedge Card, including one or more virtual Wedge Cards, in connection with your Wedge Account. Wedge is not a bank and we do not offer banking services as defined by the United States Department of Treasury. You must open a Wedge Account before accessing the Wedge Card Services.
- **“You / Your / You’re”** means Users.

2. Types of Personal Information We Collect.

Wedge collects the following Personal Information from Visitors who contact Wedge seeking more information:

- First name;
- Last name;
- Email address;
- Any other information that you upload or submit to the Website directly or indirectly.

Wedge collects the following Personal Information from Clients who create an Account through the Website or App:

- First name;
- Last name;
- Email address;
- Mailing address;
- Billing address;
- Date of Birth;
- Social Security Number;
- United States issued identification;
- Photograph;
- Username;
- Password; and
- Any other information that you upload or submit to the Website directly or indirectly.

In addition, Wedge collects the following Personal Information and non-personally identifiable information from all Users who visit the Website or utilize the App:

- Your geolocation;
- Your IP address;
- Your browser and search engine information;
- Your device information;
- Your visitor history;
- Your usage of the Website, including, without limitation, any links or items clicked or pages viewed and statistics;
- Information stored in cookies, pixel tags, or web beacons;
- Analytical data from Google Analytics and/or Google AdSense; and
- Any other additional analytic data that you voluntarily submit to the Website.

3. Sources of Personal Information Collection.

Wedge may collect this Personal Information from you through various channels, including, but not limited to, through your voluntary submission of information to the Website and/or App, through requests initiated by you through the Website and/or App, through the collection and analysis of information concerning your computer and browsing activities, through the use of cookies, web beacons, pixel tags, Google Analytics, Google AdSense, and through other sources permitted by law.

4. Cookies & Similar Technologies.

The Website also utilizes Cookies. Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the Cookie. We use Cookies and similar technologies to enable our systems to recognize your browser and to provide certain features. We also use “web beacons” to help deliver Cookies and gather usage and performance data. The Website may also include Cookies, web beacons, and other similar technologies from third-party service providers.

You have a variety of tools available to control the data collected by Cookies, web beacons, and similar technologies. For example, you can use controls in your Internet browser to limit how the websites you visit are able to use Cookies and to withdraw your consent by clearing or blocking Cookies. You can also stop Wedge from placing Cookies (other than those required for the Website to function) on your device by referencing the instructions below.

The table below sets out how we use different categories of cookies and similar technologies, as well as information on your options for managing the settings for the data collection by these technologies:

Type of Cookie	Description	Managing Settings
Required Cookies (Strictly Necessary)	Required – or strictly necessary – cookies enable you to navigate the Website and use its features.	Because required cookies are essential to operate the Website there is no option to opt out of these cookies.
Functional Cookies (Non-Strictly Necessary)	<p>Functional – or non-strictly necessary cookies – allow us to remember information you have entered or choices you make, and provide enhanced, more personal features.</p> <p>We use Google Analytics to help us analyze how our Website is used, including the number of visitors, where the website visitors have come from, and the pages they visit. This information is used by us to improve our Website.</p>	<p>To manage the use of functional cookies on the Website, please consult your individual browser settings for cookies. Note that opting out may impact the functionality you receive when using our Website.</p> <p>To learn more about safeguarding your data for websites using Google Analytics, visit here. To opt of our data collection by Google Analytics, you can download and install a Google Analytics opt-out browser add-on here.</p> <p>To learn more about Google Analytics Cookie Usage on the Website, visit here.</p> <p>You can also adjust your individual browser settings relating to cookies by visiting these pages:</p> <ul style="list-style-type: none"> ● Google Chrome ● Internet Explorer ● Microsoft Edge ● Mozilla Firefox ● Safari (Desktop) ● Safari (Mobile) ● Android Browser

		For other browsers not listed, please consult the documentation that your browser manufacturer provides.
Targeting or Advertising Cookies (Non-Strictly Necessary)	<p>We use Google Webmaster Tools and Google Analytics to log when users view specific pages or take specific actions on or getting to the Website. Google Analytics specifically allows us to provide targeted advertising in the future.</p> <p>We may also use Google AdWords as a tool to acquire relevant new Clients who are looking for our Wedge Card Services and Google AdSense to show our Clients other relevant advertising that may assist them while they are using our Website.</p>	To learn more about How Google uses cookies targeted in advertising, visit here . To adjust your Google Ad Settings and learn how to opt out of particular targeted advertising visit here or the Network Advertising Initiative opt-out page here .

5. Lawful Basis for Processing Your Personal Information

The lawful basis for us processing your Personal Information for the uses described above will typically be because you have provided your consent; it is necessary for our contractual relationship; the processing is required for us to comply with legal obligations; and/or the processing is in our legitimate interest of providing the Website, App, and Wedge Card Services.

6. How Wedge Uses Your Personal Information.

We use your Personal Information based upon the legal basis of Users’ consent to provide you with the Website, process any requests made by you, communicate with you, identify and fix problems with the Website, and update you regarding changes to the Website and the Wedge and third-party services offered through the Website.

By using the Website, you further authorize the following specific uses of your Personal Information:

- Enable your use of the Website, App, and Wedge Card Services;
- Facilitate transactions with the Wedge Card;
- Improve algorithms;
- Measure service usage;
- Develop new features;
- Contact and communicate with you, whether through email, telephone, text message, push notifications, and/or messages within the Website and/or App;
- Customize and/or tailor the Website and App and your user experience, which may include targeted selection and display of third-party advertisements within the Website and/or App;

- Aggregate certain information that does not include your personal information and disclose it for analysis, demographic profiling and/or targeted advertising;
- Advertise products and services of Wedge;
- Transmit and process your information and actions within the Website and/or App;
- Provide statistical information, and include you in the same, where applicable;
- Provide you with technical service and support, including updates;
- Provide you with information concerning Wedge’s benefits or Wedge Card Services;
- Understand your needs and requests;
- Communicate promotions or other offers;
- Process payments;
- Prevent and detect illegal activities or violations of the Wedge Terms of Use;
- Combine your personal and personally identifiable information with information from other Wedge applications and/or services;
- Facilitate your use of the Website and App; and
- Make upgrades/replacements to the Website and App.

7. Sharing of Your Personal Information.

Wedge Shares Your Personal Information with third parties in the following circumstances:

- Where Wedge has obtained your consent;
- Where sharing or disclosure of your Personal Information is necessary to provide you with the Website, App, and/or associated Wedge Card Services (We may share your personal or personally identifiable information with trusted third parties who assist us in operating the Website and App, providing the associated services, and conducting our business);
- Where sharing or disclosure of your Personal Information is necessary pursuant to a campaign with Facebook and/or Instagram and with your consent to the same;
- Where sharing or disclosure of your Personal Information is necessary to share personal or personally identifiable information with Wedge’s parents, subsidiaries, successors, assigns, licensees, affiliates, or business partners;
- Where Wedge has been purchased by a third party;
- Where sharing or disclosure of your Personal Information is necessary to respond to requests by government authorities;
- Where your Personal Information is demanded by a court order or subpoena;
- Where sharing or disclosure of your Personal Information is needed to protect the employees, independent contractors, officers, directors, members, users, or owners/shareholders of Wedge;
- Where sharing or disclosure of your Personal Information is needed to help prevent against fraud or the violation of any applicable law, statute, regulation, ordinance, or treaty; and
- Where Wedge is otherwise legally obligated to share your personal or personally identifiable information.

8. Wedge Shares Your Personal Information with the Following Third Parties:

- Alpaca Markets LLC (privacy policy [here](#));
- Dosh Holdings LLC (privacy policy [here](#));
- Gemini Trust Company, LLC (privacy policy [here](#));

- Google, including Google Analytics (privacy policy [here](#));
- Lithic, Inc. (privacy policy [here](#));
- Meta Platforms, Inc. (privacy policy [here](#)); and
- Plaid (privacy policy [here](#)).

9. Interest-Based Advertising

On our Website, we may obtain information about your online activities to provide you with advertising about products and services that may be tailored to your interests. This section of our Privacy Policy provides details and explains how to exercise certain choices.

You may see our ads on other websites because we use third-party ad services. Through these ad services, we can target our messaging to users considering demographic data, users' inferred interests and browsing context. These services track your online activities over time and across multiple websites and apps by collecting information through automated means, including through the use of cookies, web server logs, web beacons and other similar technologies. The ad services use this information to show you ads that may be tailored to your individual interests. The information ad services may collect includes data about your visits to websites that serve Wedge advertisements, such as the pages or ads you view and the actions you take on the websites or apps. This data collection takes place both on our Site and on third-party websites and apps that participate in these ad services. This process also helps us track the effectiveness of our marketing efforts.

The Site is not designed to respond to “do not track” signals from browsers.

To learn how to opt out of interest-based advertising in the U.S., please visit www.aboutads.info/choices, <http://www.networkadvertising.org/choices/>, and <http://preferences-mgr.truste.com/>.

10. No Liability Third-Party Services and Third-Party Links.

The third-party service providers affiliated with Wedge have their own independent privacy policies governing the use of your Personal Information pursuant to the GDPR and CCPA and we encourage you to read those privacy policies carefully. You understand that even if Wedge deletes your Personal Information that it may still be available in a third-party service provider's database. Wedge has no responsibility or liability for the Personal Information collection, use, or storage activities of the third-party services providers used by Wedge to provide you with the services associated with the Website.

Wedge may outsource or subcontract some of our technical support, tracking and reporting functions, database management functions, and other services to third parties. We may share information from or about you with them so that they can perform their services as long as they comply with this Privacy Policy, the GDPR, and the CCPA. You understand and agree that Wedge will not be held responsible for any third-party communications sent by entities that Wedge does not own or control. You are encouraged to review any third-party privacy policies before utilizing any such third-party service.

Wedge may include or offer third-party products or services on the Website and/or App and provide third-party links to the same. These third-party websites have separate and independent privacy policies. Wedge has no responsibility or liability for the content and activities of such third parties or their websites. We encourage you to carefully read the privacy policies of all such third-party websites. We seek to protect the integrity of the Website and App and therefore welcome any feedback about any such third-party websites.

11. Personal Information Transfer and Storage.

Your Personal Information is stored and processed on computers and encrypted AWS servers in the United States and through your use of the Website, you consent to the processing and storage of your Personal Information and personally identifiable information. You understand that your Personal Information may be transferred to – and maintained on – computers located outside of your state, province, country, or other governmental jurisdiction. If you are located outside the United States and choose to provide Personal Information to us, please note that we transfer your Personal Information to the United States and process it here, and that we may store portions of your Personal Information in the United States.

Website and App Users understand that Wedge will only retain your Personal Information for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. Unless necessary to comply with applicable law, Personal Information will not be stored or retained for longer than 12 months after you delete the App. If we anonymize your Personal Information (so that it can no longer be associated with you), we may use and retain this information indefinitely without further notice to you. As specified above, even if Wedge deletes your Personal Information from its own servers, it may still be available in a third-party service provider’s database. You should consult with those third parties in the event you would like Personal Information deleted therefrom.

12. Personal Information Security.

Wedge uses standard technology to store and help prevent against the unauthorized disclosure of your Personal Information. Though we undertake commercially reasonable efforts to protect your information, no website, software, or online service is completely safe. Accordingly, you provide all such information at your own risk. Therefore, while we strive to protect your Personal Information, you acknowledge that (i) there are security and privacy limitations of the Internet and mobile device networks which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and the Website or App cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third-party, despite commercially reasonable efforts.

In order to protect your Personal Information, Wedge uses specific security measures, such as Secure Sockets Layer (SSL) protocol, which encrypts information you input at 128-bit strength. This is denoted in most web browsers by a small padlock appearing on the bottom bar of the window and the address of the window changing from http:// to https://, indicating a secure connection.

13. Data Breach

In the event we become aware that the security of the Website or App has been compromised or that users' Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the user as a result of the breach or if notice is otherwise required by law. When we do, we may post a notice on the Website or App.

14. California Users' Rights.

Under the CCPA, Users that are residents of California have the following rights:

- **Right to Know About Personal Information Collected, Disclosed, or Sold:** You have the right to request, up to twice in a 12-month period, that Wedge disclose each of the following for the prior 12 months:
 - the categories and specific pieces Personal Information of yours it collects, uses, discloses, and sells;
 - the categories of sources from which it collects such Personal Information;
 - the business or commercial purpose for which it collects such Personal Information; and
 - the categories of third parties with whom such Personal Information is shared over the past 12 months.
- **Right to Request Deletion of Personal Information:** You have the right to request that Wedge delete any of your Personal Information that we collected from you.
- **Right to Opt-Out of the Sale of Personal Information:** You have the right to opt out of any Wedge does not sell Personal Information.
- **Right to Non-Discrimination for Exercising CCPA Rights:** Wedge shall not discriminate against California Users for exercising their rights under the CCPA.

To exercise your rights under the CCPA – or have an authorized agent exercise your rights under the CCPA on your behalf – please submit either a “Request to Know Personal Information” or a “Request to Delete Personal Information” to Wedge by contacting Wedge either by email at privacy@wedge.us or by mail at:

Wedge Financial, Inc.
Attn: Your California Privacy Rights
4031 Guadalupe St.
Austin, TX 78751
privacy@wedge.us

Wedge will verify this request by verifying your username via email and verifying your PIN via phone.

Please indicate your preference as to how you would like us to respond to your request (i.e., email or postal mail). All requests sent via postal mail must be labeled “Your California Privacy Rights” on the envelope or postcard and clearly stated on the actual request. For all requests, please include your name, street address (if you would like a response via postal mail), city, state, and zip code. To help protect your privacy and maintain security, we may need to verify your identity before responding to your request, such as verifying that the email address or contact information from which you send the request matches your email address or contact information that we have on file. Authentication based on a government-issued and valid identification document may be required. In addition, if you ask us to provide you with specific pieces of Personal Information, we may require you to sign a declaration under penalty of perjury that you are the consumer whose Personal Information is the subject of the request. We will not accept requests via telephone or fax. We are not responsible for notices that are not labeled or sent properly, or do not have complete information.

Under California’s “Shine the Light Law,” California residents have the right to receive information that identifies any third-party companies or individuals that Wedge has shared your Personal Information within the previous calendar year, as well as a description of the categories of Personal Information disclosed to that third party. You may obtain this information once a year and free of charge by contacting Wedge at the address below.

We may deny certain requests, or fulfill a request only in part, based on our legal rights and obligations. For example, we may retain personal information as permitted by law, such as for tax or other record keeping purposes and to process transactions and facilitate customer requests. If you choose to exercise any of your rights under the CCPA, you have the right to not receive discriminatory treatment by us, though we may not be able to provide some services to you without such information. To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request.

15. Electronic Fund Transfers (“EFTs”) and Account Balances. Wedge has partnered with financial services software company Sila Inc. to offer you EFTs. When you create a Wedge Account, you might also be prompted to sign up for a Sila Account. You authorize Wedge to share your identity and banking information with Sila Inc. to open and support your Wedge Account. It is your responsibility to make sure the data you provide us is accurate and complete. You must comply with Sila Inc.’s privacy policy (the “[Sila Privacy Policy](#)”) when creating or using your Wedge Account. The Sila Privacy Policy may be modified from time to time, and the governing version is incorporated by reference into this Privacy Policy. Any term not defined in this Section 15 but defined in the Sila Privacy Policy assumes the meaning as defined in the Sila Privacy Policy.

16. Purchase or Sale of the Website, App or Other Assets.

Wedge may purchase other businesses or sell components of its business, including, but not limited to, the App or Website. In the event Wedge purchases another business or sells any component of its business, your Personal Information will continue to be used consistent with the terms of this Privacy Policy.

In some cases, we may choose to buy, sell or otherwise transfer assets. In these types of transactions, Personal Information is typically one of the business assets that is transferred.

Moreover, when all, or substantially all of our assets, are acquired or otherwise transferred, your Personal Information would be one of the assets that is reviewed and transferred or acquired by a third party. You acknowledge and agree that such transfers may occur, and that any acquirer of or recipient of our assets, including, but not limited to the Website or App, may continue to use your Personal Information for the purposes for which it was supplied by you.

17. Marketing

Wedge may send marketing messages or communications and offers to you, including email messages, push notifications, and messages through the App. Users are free to opt out of any such marketing communications and offers at any time by following the opt-out instructions set forth in the relevant communication and offers and/or by changing the notification settings in the App. If you opt out of marketing communications, you may still receive certain notifications in relation to the App. To update your preferences, limit the communications you receive from us, or submit a request, please contact us as indicated in the Contact and Notices section of this Privacy Policy. You can unsubscribe from our marketing mailing lists by following the “Unsubscribe” link in our emails.

18. How to Stop Wedge from collecting your Personal Information.

We offer you certain choices in connection with the personal information we collect from you. You can stop Wedge from collecting your Personal Information and/or have your Personal Information deleted by deleting your Account or contacting Wedge at privacy@wedge.us and requesting that Wedge stop collecting and/or delete your Personal Information. Additionally, you can adjust your web browser settings to limit or turn off Cookies or other tracking techniques, or you can cease use of the Website and/or App. You may contact Wedge with any requests regarding your Personal Information.

19. Your Obligations.

When using the Website and App, you are obligated to inform Wedge of any changes to your Personal Information.

20. Children’s Online Privacy Protection Policy.

The Website and App are not intended for or directed to Users under the age of 18, and Wedge does not knowingly or intentionally collect Personal Information from children under the age of 13 or other minors. Where appropriate, Wedge takes reasonable measures to determine that users are adults of legal age and to inform minors not to submit such information to the Website and/or App or in response to advertisements. If you are concerned that Personal Information of a child may have been inadvertently provided to or collected by Wedge, please contact us immediately so appropriate steps may be taken to remove such information from Wedge’s database.

21. Contact and Notices.

All questions, concerns, notices, and requests regarding this Privacy Policy may be submitted to Wedge at:

Wedge Financial, Inc.
ATTN: Billy Roberts

4031 Guadalupe St.
Austin, TX 78751
privacy@wedge.us

22. Changes and Amendments

We reserve the right to modify this Privacy Policy relating to the App or Website at any time, as permitted by applicable law, effective upon posting of an updated version of this Privacy Policy within the App or Website. When we make such updates or amendments, we will revise the effective date of this Privacy Policy. Continued use of the App or the Website after any such changes shall constitute your consent to such changes. If you do not agree to the new terms, you may terminate your account by contacting us at privacy@wedge.us.

23. Waiver of Jury Trial; Class Action.

To the fullest extent permitted by law, you and Wedge expressly and irrevocably waive any right to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Privacy Policy. BY YOUR ACCEPTANCE OF THE TERMS OF THIS PRIVACY POLICY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIMS OR DISPUTES ARISING UNDER THIS PRIVACY POLICY SHALL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS.