

## **Privacy Policy**

This privacy policy ("Privacy Policy") specifies the personal information that we, CrossBorder Invest Group Ltd. ("CrossBorder"), request you to provide in order to participate in the services we offer, and governs how we treat this personal information.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. YOUR CONSENT TO THE TERMS OF THIS PRIVACY POLICY CREATES LEGAL OBLIGATIONS FOR YOU AND FOR US. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE REFRAIN FROM USING OUR SITE.

### 1. Who We Are and What We Do

Our website, which are governed by the Terms of Use which incorporate this Privacy Policy, located at [www.crossborder.properties](http://www.crossborder.properties) (the "Platform," "Website" or "Site"), provides online tools to assist potential investors, and others who are interested or involved in the acquisition, development, leasing, management, and financing of real estate and real estate projects. "Investors" means, collectively, (i) Prospective Investors; (ii) Accredited Investors; and (iii) Existing Investors (each as defined below).

"User", "you" or "your" refers to (i) Site Visitors and (ii) Registered Users, as applicable.

A "Participating User" means a person who (i) is age 18 or older and (ii) has completed the registration process at our Site.

"Services" refers collectively to the entire set of services we offer. We view our Services as a form of "crowdfunding" or "P-2-P lending."

### 2. Consent

You indicate your consent to the terms of this Privacy Policy in different ways, depending on your relationship to the Site.

Consent Visitors to the Site. By accessing and using our Website as a Visitor, you are acknowledging that you have read and understood this Privacy Policy and agree to be legally bound by it.

Consent by Registered Users. If you register as a Participating User or an Investor on our Site, during the registration process you will be prompted to provide your affirmative confirmation that you have had an opportunity to review this Privacy Policy, and that you agree to its terms. Clicking the checkbox or any other method we will employ at that time confirms your affirmative consent to be bound by this Privacy Policy. You are permitted to register only in your capacity as an individual, and we do not allow users to register on behalf of a group or organization.

### 3. Information You Provide to Us

Information you may provide while visiting our Site or while participating in our Services falls into two categories: (i) Personally Identifiable Information, and (ii) Anonymous Information. "Personally Identifiable Information" means any information that could reasonably be used to identify you, including your name, address, e-mail address, birth date, financial information, phone number, or any combination of information that could be used to identify you. "Anonymous Information" is information that does not identify you, and may include statistical or aggregated information. Please keep in mind that our Privacy Policy does not govern information you choose to exchange with other Registered Users (or with Site Visitors), as we have no direct control over the collection or use of this information.

#### 4. Site Visitor Does Not Provide Personally Identifiable Information

Site Visitor may come to our Site and review selected information about our Services without revealing identity or providing any Personally Identifying Information.

#### 5. Registered User Provide Personally Identifiable Information

To provide our Services, and facilitate exchanges between Participating Users, and between Offering Companies and Investors, we obtain Personally Identifiable Information from you. The ways in which you provide this information, and how we use and protect this information, are set out below.

#### 6. Participating User Provides Personally Identifiable Information

6.1. Services Available to Participating Users. Participating Users are entitled to engage in exchanges and debate with other Participating Users (and Investors). A Participating User is entitled as well to apply to qualify as an Investor on the Site, if he or she chooses and is eligible.

6.2. Registration Information. In order to access our Services as a Participating User we require that you complete a registration form. Our registration forms will specify the information which you must provide in order to enjoy the particular features to which you wish to subscribe, which may include such items as (i) name; (ii) email address; (iii) phone number; (iv) mailing address; (v) social security number if applicable (for IRS tax reporting purposes); and (vi) birth date (for COPPA and eligibility purposes) (collectively "Contact Information"). Our registration forms may additionally request information that you may, at your option, choose to provide or withhold. To the extent this additional information constitutes Personally Identifiable Information, we will treat it in the manner specified in this Privacy Policy.

##### 6.3. User Passwords.

Upon completion of our registration process, you will receive a user name and password, which will allow you to gain access to our Service.

#### 7. Investor Information.

7.1. Services Available to Investors. Given the regulatory structure governing raising funds, as well as other considerations, we divide individuals who invest through our Site into three broad categories - we call individuals who fall into one or more of these categories "Investors" - and the investment-related services available to an Investor depend on which category he or she falls within, as follows:

7.1.1. Prospective Investors. A "Prospective Investor" is a Participating User who has completed, and meets the qualifications specified in, the Investor Registration. In addition to receiving Services available to our Participating Users, a Prospective Investor is entitled to invest on the Platform, provided that he or she is qualified under Applicable Law. For purposes of this Privacy Policy, "Applicable Law" means statutes and regulations that apply to Us and this Website, with respect to the services provided through this Site.

7.1.2. Accredited Investors. An "Accredited Investor" is an Investor who has indicated, and We have made reasonable efforts to confirm or verify (as the case may be), that they meet the definition of an "accredited investor" contained in applicable laws.

7.1.3. Existing Investors. An "Existing Investor" means an Investor who has previously invested on the Platform, and who has met the requirements and qualifications set out for that particular investment.

7.2. **Basic Information.** To qualify as an Investor on our site and receive the investment-related services, you first need to provide Contact information, and complete the steps required to be a Participating User. You then must provide the additional information specified in following Section 8.3 and Section 8.4.

7.3. **Identity Verification.** We may require each Investor to provide information designed to verify his or her identity. This information ("Identity Verification Information") may include (i) information from a successfully completed electronic check transaction, (ii) other information we determine from time to time designed to authenticate and confirm your identity or to otherwise comply with Applicable Law.

7.4. **Investor Financial Information.** We also require each Investor to provide the information specified on our Site as "Investor Financial Information". This may include tax returns info, and payment info to make the investment.

through our Website, an Investor must provide us with certain account and other payment information, such as information needed to make payment via wire, electronic checks or credit card ("Payment Information"). Our registration process for Investors provides additional details on the types of Payment Information needed.

## 8. How We Use Your Personally Identifiable Information

We use your Personally Identifiable Information to process your transactions and facilitate your activities with respect to our Site, as set out below. We do not disclose your Personally Identifiable Information to unaffiliated third parties without your express consent, except in the specific circumstances identified in Section 10 (There Are Strictly Limited Circumstances Where Certain Third Parties Have Access To Personally Identifiable Information).

8.1. **Required Notices.** Where necessary to comply with Applicable Law, we will use Investor Financial Information for these purposes. We may use Contact Information and Investor Financial Information in a similar manner to meet these requirements. "Required Notices" means (i) formal notices from Regulators and (ii) other information that we provide in order to comply with Applicable Law. "Regulators" means state and federal regulators with jurisdiction over Offering Companies and this Website in accordance with Applicable Law. The term "Regulators" includes but not limited to, where applicable, the United States Securities and Exchange Commission.

8.2. **Processing Your Transactions.** We use the Personally Identifiable Information you provide to process transactions that you have authorized us to undertake, and to provide you with the Services you have requested.

8.3. **Operation of Our Site.** We use your Personally Identifiable Information in the operation of our Website, and to comply with Applicable Law.

8.4. **Providing You With Informal Information.** Periodically, we might like to send you materials for informational purposes, such as notices of investment opportunities via our Site or updates concerning investment that you have participated in, and other information that does not constitute a Necessary Disclosure (collectively, "Informal Information"). Informal Information may take a range of forms, including email, newsletters, or automatic notices generated by our Website. As specified in Section 9.6, under this Privacy Policy (i) you will receive Informal Information only from CrossBorder and our affiliates. You are entitled to opt-out from receiving Informal Information at any time.

8.5. **Feedback.** Our Website may allow Site Visitors and Registered Users to participate in surveys and/or questionnaires, which from time to time we may post on the Site. We also encourage our users to provide feedback to us about our Site and our Services. You are free to choose whether you

participate in these activities. We may ask that, in addition to providing your responses, you also provide Contact Information. In these instances, we use any Personally Identifiable Information you choose provide to us in connection with these activities strictly for the purposes for which you submit the information.

We will use survey and questionnaire information - with any Personally Identifiable Information removed - for monitoring or improving the use and appeal of this Site and for other purposes (with no other obligation to you and, specifically, with no obligation to compensate you for these uses). You are not obligated to participate in any of these activities and, if you undertake these activities, you will have the ability to opt-out.

## 9. There Are Strictly Limited Circumstances Where Certain Third Parties Have Access To Personally Identifiable Information

9.1. Service Providers. We may employ other companies to perform functions on our behalf, such as maintaining the Website, providing services related to the Site, collecting information, responding to and sending electronic mail, or other functions necessary to our business. We may need to share your Personally Identifiable Information with these companies (collectively, "Service Providers"). We will share with our Service Providers only that information necessary for them to perform their functions, and we require them to commit to refrain from using your Personally Identifiable Information for any other purpose.

9.2. Legal. We will reveal your Personally Identifiable Information to the extent we reasonably believe we are required to do so by any applicable law. If we receive legal process calling for the disclosure of your Personally Identifiable Information, we will attempt to notify you via the email address you supplied during registration within a reasonable amount of time before we respond to the request, unless such notification is not permitted.

9.3. Transfer of Site. We reserve the right to transfer to a third party information it collects, including any Personally Identifiable Information, in connection with a sale of all or substantially all of the assets of the business entity responsible for the information under this Privacy Policy, provided the acquiring third party has agreed to safeguard your Personally Identifiable Information with protections that in all material respects are the same as, or more protective than, those set out in this Privacy Policy.

## 10. Changing or Removing Information; Opting Out

10.1. Required Updates. We ask that you keep your information provided to us up-to-date. It is particularly important for you to keep your Investor Financial Information current, and to report to us any material change in this Information. We use this information to provide you with investment opportunities and financial distributions due to you as an Investor. Without current information, you receive information in error, which you are not eligible to receive or act on.

10.2. Discretionary Account Information. To allow appropriate control over Personally Identifiable Information, you can access your account (after supplying your user name and password) to change or update discretionary information that you have previously submitted.

10.3. Opting-Out. You are entitled to decline to participate in certain Services, and to decline to give us permission (or to revoke that permission in your discretion) to use your Personally Identifiable Information for certain purposes. We provide you with the ability to decline - or "opt-out of" - receiving communications concerning, or being included in, these activities. To opt-out, please email us at [support@crossborder.properties](mailto:support@crossborder.properties). Please understand that you will not be allowed to opt-out of Required Notices or other legal and related notices concerning your relationship to the Site.

10.4. Deleting Information. Finally, if you request, we will take reasonable steps to remove

your name and other Personally Identifiable Information from our databases. Please understand, however, that:

(a) it may be impossible to remove this information completely, due to regulatory reporting requirements, investments on the platform and the rights thereof, and data backups and records of deletions;

(b) if you request deletion of your information, you will be unable to use certain features of the Website and any associated Services; and

(c) certain Personally Identifiable Information may remain in our databases following the deletion of your account.

You may not remove de-identified, anonymous, or aggregate data from our databases.

## 11. How We Safeguard Your Personally Identifiable Information

We have put in place security systems designed to prevent unauthorized access to or disclosure of Personally Identifiable Information, and we take all reasonable steps to secure and safeguard this Information

We do our utmost to prevent unauthorized access to information you provide to us. However the foregoing is not and should not be construed as a warranty that our security systems are fail proof. Due to the nature of Internet communications and evolving technologies, we cannot provide and we also disclaim assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

## 12. Anonymous, Aggregate Information

We use Anonymous Information to analyze the effectiveness of our Site, to improve our Services, and for other similar purposes. In addition, from time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of users participating in our Services and the characteristics of visitors at our Site, and may share Anonymous Information with third parties, including advertisers (as defined below). Anonymous Information provided to third parties will not allow anyone to identify you, or determine anything personal about you. We may collect Anonymous Information through features of the software that supports our Services, through cookies, and through other means described below.

12.1. IP Addresses; Logs. We may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your computer), your computer's name, the type and version of your web browser, referrer addresses, and other generally-accepted log information. We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users in order to understand how our Website is being used, and for security and monitoring purposes. None of this data contains Personally Identifiable Information.

12.2. Cookies. A cookie is a small amount of data, often including an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a unique user experience and to make it easier for you to use a website upon a future visit. We may include cookies on our Website and use them to recognize you when you return to our Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our Services.

12.3. Pixel Tags. We may use small graphic images (also known as "web beacons" or "single-pixel GIFS") - to tell us what parts of our website have been visited or to measure the effectiveness of searches customers perform on our Site. Pixel tags also enable us to send email messages in a format customers can read, and they inform us whether emails have been opened, to help ensure that our messages are of interest to our Registered Users. None of this data includes Personally Identifiable Information, and you can "opt-out" of receiving these types of emails from us. If any Personally Identifiable Information is collected using such tools, it will be subject to the terms of this Privacy Policy.

12.4. Banner Ads; Advertising Profiles. The Services may include the use of ad banner partners for the serving and/or targeting of ads, promotions, and other marketing messages. These ads may be provided, in some cases, by a third party ad service provider or advertiser ("Advertisers"). These Advertisers may use traditional banner ads, or other advertising methods, such as advertising using profiles and related Content. An Advertiser may place or utilize its own cookie on your browser, and may use Anonymous Information about your visit to our sites, such as the number of times you have viewed the ad. If the Advertiser requests that you provide to it Personally Identifiable Information, please be aware that this Advertiser's use and collection of this information will be governed by its own privacy policy, and not our Privacy Policy. We recommend that you review the Advertiser's privacy policy before providing Personally Identifiable Information.

12.5. Computer Configuration. In order to determine whether your computer is supported by our system, we may collect certain Anonymous Information. This information includes, but may not be limited to, your operating system and browser, as well as the presence of any software that our Website may require to operate with your computer, or other third party software on your computer. This information is kept strictly confidential and is not shared with third parties, except as provided for in this Privacy Policy.

### 13. Any Information Linked With Your Personally Identifiable Information Is Protected As "Personally Identifiable Information"

To enable us to better understand the characteristics of our Registered Users and/or to provide services tailored to your needs, we may link (i) the Personally Identifiable Information a Registered User provides with (ii) Anonymous Information. If we combine or link any Anonymous Information or other information with your Personally Identifiable Information, the resulting combination will be treated and protected as Personally Identifiable Information under this Privacy Policy.

### 14. Notification of Changes

From time to time, We may change this Privacy Policy. This Privacy Policy may be updated from time to time, and we will communicate these changes to you by posting the updated Privacy Policy on the Site and/or notifying you via email in the event of any substantive or material changes. Your continued use of the Site following any such change constitutes your agreement to follow and be bound by the Privacy Policy, as changed.

### 17. Effective Date

The effective date of this Privacy Policy is April 1 2016.