

nGenx Corporation ("nGenx") respects your privacy and is committed to maintaining the privacy and confidentiality of personal data we collect. The purpose of our Privacy Policy is to demonstrate our firm commitment to the privacy and protection of all persons who provide personal data to us. This Privacy Policy describes the ways we collect information from and about you, and what we do with the information, so that you may decide whether or not to provide information to us. By visiting nGenx websites or otherwise providing your personal information to us via any other means, you are accepting and consenting to the practices described in this Privacy Policy.

For purposes of this Privacy Policy, the term "visitor" includes visitors to our websites who are not yet customers, those who become customers, as well as those who do not become customers; whether you upload information to our websites, download it, or are merely visiting our websites. You can choose not to provide certain information when using our websites but then you might not be able to take advantage of many of its features.

1. WHAT INFORMATION IS COLLECTED

The information we collect may include your personal information, such as your name, contact information, financial account numbers, IP addresses, Live Chat Messages, Telephone conversations, product and service selections and orders or other things that identify you individually.

2. HOW YOUR INFORMATION IS COLLECTED

Generally, we may collect information about you in the following manners: (a) you may provide your personal information to us via chat, email or other written correspondence, telephone calls, web based forms, or other means, including without limitation by subscribing to our services; and (b) we use automated technical means to collect information about all website visitors, for example by use of cookies.

3. WHAT YOUR INFORMATION IS USED FOR

Personal Information: We may use your information to process your service requests, handle orders, deliver products and services, process payments, communicate with you about orders, provide access to secure areas of the website, recommend merchandise and services that might be of interest to you, to personalize your visit to our website, and to enable us to review develop and continually improve the products services and offers we provide online. We also use this information to prevent or detect fraud or abuses of our website and to enable third parties to carry out technical, logistical or other functions on our behalf.

Contact Information: We use contact information to send information about our company to visitors and to get in touch with them when necessary. We also use the information we collect to improve the content of our websites and as training aides for our associates. Visitors are given the choice at the point when we request their information.

Web Visit Information: We use web visit information to measure interest in and develop our web pages and marketing plans, customize the content you view on your web visits based on your activity on past visits, and administer our website.

- We use the visitors' IP address to help diagnose problems with our servers, and to administer our websites.
- We use cookies to help us recognize visitors as unique visitors (just a number) when they return to our websites For example, if there are 1,000 visits to our website on a certain day, we can use cookies to discover how many of those visits were made via the same browser (same visitor). We may also use the cookie to discover whether a certain visitor has visited our site on multiple days, and the source for each visit. We also use cookies to: allow us to tailor content or advertisements to match your preferred

interest; avoid showing visitors the same advertisements repeatedly; compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website (we cannot identify visitors personally in this way); count the number of anonymous users of our sites.

- We use web beacons to count the number of times that our advertisements and web-based email content are viewed. We combine web beacon information with cookies to track activity on our website originating from advertisements and web-based email content.

Other Information: We use other information collected to correspond with you about services you may be interested in purchasing. If you elect to purchase a service online using a web form, we will use the information to establish your account. Information you submit in writing, such as chat, email, and web form information is archived and may be tied to information that we collect about your web visits. Your telephone call may be recorded for training purposes and we may enter information you provide via telephone into our systems to use for the purposes described in this paragraph.

4. VISITING OUR WEBSITES

You may visit our websites in any of the following ways:

- By using your browser to navigate to our website;
- By viewing an advertisement displayed on a third party website that is served content by our web server; and
- By viewing an email that is served content by our or a third party web server.

When you visit our website, our server logs your IP address (unique network addresses), the time and duration of your visit, and the time and duration of the pages on our website you view. If you arrive at our website by clicking a paid advertisement (including a paid search engine result) or a link in an email, then we will capture information that tracks your visit from that link. If you arrive at our website by clicking a non-paid source, such as a link in a non-paid search engine result or an unsponsored link on another website, we may capture information that tracks your visit from that source, to the extent we are able to do so. We may also capture information about your computer system, such as your browser type and operating system.

We will likely place a cookie on your hard drive during the web visit. A cookie is a unique alphanumeric identifier that we use to help us identify the number of unique visitors to our website, whether or not those visitors are repeat visitors, and the source of the visits. Cookies cannot be executed as code or used to deliver a virus. Other servers cannot read them and personal

information cannot be gathered from them. They are simply an identifier shared between you and us to allow us to improve the services we offer to you through our website. If you do not wish cookies to be placed on your computer, then they can be disabled in your web browser. The option to do so is normally found in your browser's "security settings" section. However, please note, permanently disabling cookies in your browser may hinder your use of our website as well as other websites and interactive services.

A web beacon, also known as a web bug, is a small graphic (usually 1 pixel x 1 pixel), that is embedded in a web advertisement, email, or page on our web site, but is invisible to you. When you view a page on our web site, an email or an advertisement your web browser will request the web beacon from a web server, which in turn will set a cookie in your web browser containing a unique identifier. This unique identifier will be linked to log information that is used to track your movements on our web site in order to determine the effectiveness of content and advertising campaigns.

We do not collect personal information about you as part of a web visit, but web visit information may be tied to other information (including personal information) we collect from you via chat, web forms, and the other means we describe in this Privacy Policy.

Our advertising agencies may also use web beacons and cookies to track your activity on our website originating from the advertisement. However, we will not provide your personal information to our advertising agencies. Our advertising agencies maintain their own privacy policies, and you should also review those.

5. LINKS TO NON-NGENX WEBSITES

We may provide links to third-party websites for your convenience and information. The privacy practices of those sites may differ from our practices and are not controlled by nGenx or covered by this Privacy Policy. We do not make any representations about third-party websites. We encourage you to review their privacy policies before submitting your personal data.

6. SENSITIVE INFORMATION

We will not intentionally collect or maintain, and do not want you to provide, any information regarding your medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs or other sensitive information.

7. CHILDREN'S ONLINE PRIVACY PROTECTION

Our services are not designed for or directed to children under the age of 13, and we will not intentionally collect or maintain information about anyone under the age of 13.

8. DISCLOSURE OF PERSONAL INFORMATION

Personal information we gather is for internal use only and we will not authorize the release of this information to anyone outside of nGenx (except to third party service providers to nGenx who perform functions on our behalf but in such event personal information will only be shared to the extent reasonably necessary to perform their functions and they will not be authorized to use it for any other function), unless you have consented to such disclosure.

Notwithstanding the foregoing, we may release any of the information we collect to third parties when we believe it is

appropriate to comply with the law, to enforce our legal rights, to protect the rights and safety of others, or to assist with industry efforts to control fraud, spam or other undesirable conduct.

Additionally, we may release the information we collect to third parties, where the information is provided to enable such third party to provide services to us, provided that the third party has agreed to use at least the same level of privacy protections described in this Privacy Policy, and is permitted to use the information only for the purpose of providing services to us.

9. COMPANY ACQUISITION

We consider all of the information collected hereunder to be a business asset, and should nGenx sell all or substantially all of its business assets, all such information collected shall be transferred and conveyed to the acquiring company.

10. OPTING OUT OF COMMUNICATIONS

We will not use your contact information to correspond with you about our services if you ask us not to. Please send your request to us at nGenx Corporation, Attn: Legal, 8837 Bond Street, Overland Park, KS 66214. Please note that it may take up to ten days to remove your contact information from our marketing communications lists, so you may receive correspondence from us for a short time after you make your request.

11. SECURITY OF YOUR INFORMATION

nGenx is committed to industry best practices approaches concerning security measures to prevent the loss, misuse and alteration of the information in our possession. We use various security measures to protect the information we collect, as appropriate to the type of information, including encryption, firewalls, and access controls. We store information you provide to us on a computer system located in a controlled facility with a limited access. Our company databases are accessible only by nGenx employees, contractors and agents on a need to know basis and who have entered into and are bound by a confidentiality and nondisclosure agreement with us.

12. DATA INTEGRITY

Personal data we collect is relevant for the purposes for which it is to be used. nGenx takes reasonable steps to ensure that data is reliable for its intended use, accurate, complete, and current.

13. RIGHT TO ACCESS YOUR PERSONAL INFORMATION

If you believe that any personal information we have about you is incorrect, or is, has been, or might be used inappropriately, please contact us at nGenx Corporation, Attn: Legal, 8837 Bond Street, Overland Park, KS 66214, and we will take steps to correct or delete the information, or restrict its use, as appropriate.

14. VERIFICATION

nGenx utilizes the self-assessment approach to assure its compliance with its Privacy Policy. We regularly verify that the privacy policy is accurate, comprehensive, prominently displayed, and we conduct a self-assessment on an annual basis to ensure that all relevant privacy practices are being followed. Appropriate employee training is in place and internal procedures for periodically conducting objective reviews of compliance are in place. A statement verifying this self-assessment is signed by a corporate officer or other authorized representative at least once a year.

15. INQUIRIES OR COMPLAINTS

If you have a question or complaint about this Privacy Policy or our information collection practices, please contact us at nGenx Corporation, Attn: Legal, 8837 Bond Street, Overland Park, KS 66214. We will investigate the matter and are committed to resolve any privacy concerns that you may have.

16. CHANGES

Our business changes constantly and our Privacy Policy may also change from time to time. You should check our website frequently to see recent changes; however, we will never materially change our policies and practices to make them less protective of personal information collected in the past without your prior consent.

17. DISPUTE RESOLUTION

YOU AGREE TO THE FOLLOWING DISPUTE RESOLUTION PROCEDURES FOR ANY CLAIM OR ISSUE ARISING FROM OR RELATED TO THIS PRIVACY POLICY OR YOUR SUBMISSION OF PERSONAL INFORMATION TO NGENX. BOTH PARTIES, YOU AND US, AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN A COURT OF GENERAL JURISDICTION AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CONSOLIDATED ACTION REGARDING A DISPUTE AS DEFINED BELOW. SPECIFICALLY BOTH PARTIES, YOU AND US, AGREE TO WAIVE ANY RIGHT TO PURSUE A DISPUTE BY JOINING A DISPUTED CLAIM WITH THE DISPUTED CLAIM OF ANY OTHER PERSON OR ENTITY OR TO ASSERT A DISPUTED CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Instead, if the parties have a dispute, we agree to use due diligence and use our best efforts to work together to implement this Agreement and amicably resolve any differences. However, both of us understand that issues and conflicts may arise where we reach an impasse. We both acknowledge a desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis, according to the following process, which either of us may start by delivering to the other a written notice describing the Dispute and the amount involved ("Demand").

After receipt of a Demand, authorized representatives of both parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved 30 days after receipt of the Demand, either of us may start binding arbitration in Overland Park, Kansas. Both parties will use their best efforts to conclude the arbitration as expediently as possible but in no event later than 60 days following commencement of any proceeding, provided there is no interim relief or court action sought that would delay the parties from resolving the Dispute within such 60 day period. If such interim relief or court action is sought, then both parties will use their best efforts to conclude the arbitration within 60 days following the final decision of the court in such action. The arbitration will be before a three-arbitrator panel. Each party will select one partial arbitrator, in its sole discretion, to represent its interest at its sole expense. The partial arbitrator may be an employee, director, officer or principal of the party. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators fail to select an impartial arbitrator, either of us may apply to a court of law to have a judge select an impartial

arbitrator. The three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication, and the parties agree that no court shall have the power to interfere with the proceedings and judgments of the arbitrators. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in the arbitration or any other hearing. Each party shall bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator. No interest shall be applied to any arbitration award. It is the intent of the parties to first allow the arbitrators an opportunity to meet and negotiate a decision. However, if an agreement cannot be reached through negotiation, then the decision(s) of a majority of the arbitrators shall be final and binding on the parties.

Notwithstanding the foregoing, either of us may resort to a court by applying for interim relief, with the requirement to post a bond or security, if such party reasonably determines that such relief is necessary because claims for money are not adequate to prevent irreparable injury to it or to a third party.

IN THE EVENT ANY OF THE PROVISIONS HEREIN ARE DEEMED UNENFORCEABLE OR VOID AS A MATTER OF LAW, BOTH PARTIES IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES PROVIDED BY NGENX.

18. CHANGES

We may change this Privacy Policy from time to time, so it is important that you frequently check this policy on our website to verify what, if any, changes have been made. You expressly agree that your continued use of our website or Services shall be deemed conclusive evidence of your acceptance of any such new or modified terms.

19. APPLICABLE LAW

This Agreement and our provision of Services to you shall be subject to and governed by (a) the laws of the State of Kansas, without regard to any conflicts of law provisions therein, and (b) any applicable federal laws including, but not limited to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* In the event of an inconsistency between any governmental requirement and these Terms regarding the provision of a Service that is subject to the governmental requirement, the governmental requirement will apply to the extent necessary to avoid the inconsistency.

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