**GenEQTY PRIVACY POLICY**

**Effective Date: August 1, 2020**

This Privacy Policy explains **GenEQTY**’s data practices, defines our users’ (“**you**” or “**your**”) privacy options, and describes how your information is collected and used by **GenEQTY** (“**we**,”“**us**,”“**our**,” or “**GenEQTY**”).

This Privacy Policy, along with our **Cookie Policy** and **Terms of Use**, governs your use of the **GenEQTY** website at http://**geneqty**.com/ (“**Site**”), our mobile application, and any information we may access through social media platforms such as Facebook, Instagram, LinkedIn or Twitter. For the purposes of this Privacy Policy, we will refer to all of these access points as the **GenEQTY** system (“**System**”).

**Revisions to the Privacy Policy**

We reserve the right to modify this policy from time to time and will mark new versions with a corresponding effective date. We recommend you visit the Site to review any changes in our practices. Your continued use of the System constitutes your agreement to our then-current Privacy Policy.

**By using the GenEQTY System, you agree to the terms of this Privacy Policy, our Cookie Policy, and our Terms of Use.**

**What Information is Collected?**

**A. Information you provide to us:**

To establish an account and access our Services, we’ll ask you to provide us with some important information about you. This information is either required by law (e.g. to verify your identity), necessary to provide the requested services (e.g. you will need to provide three (6) months of bank statements), or is relevant for certain specified purposes, described in greater detail below. As we add new features and Services, you may be asked to provide additional information.

Please note that we may not be able to serve you as effectively or offer you our Services if you choose not to share certain information with us. Any information you provide to us that is not required is voluntary.

**B. Information we collect:**

* Personal Identification Information: Full name, date of birth, nationality, gender, signature, utility bills, photographs, phone number, home address, IP Address, social security number, and/or email.
* Formal Identification Information: Government issued identity document such as Passport, Driver’s License, National Identity Card, State ID Card, Tax ID number, passport number, driver’s license details, national identity card details, visa information, and/or any other information deemed necessary to comply with our legal obligations under financial, consumer protection, and commercial lending laws.
* Institutional Information: Employer Identification number (or comparable number issued by a government), proof of legal formation (e.g. Articles of Incorporation), personal identification information for all material beneficial owners.
* Financial Information: Bank account information, Tax return information, Federal and State Tax ID, Profit and Loss Statements, Income statements, Credit Score, Business Invoices, and Wire Instructions.
* Transaction Information: Information about the transactions you make on our Services, such as the name of the recipient, your name, the amount, and/or timestamp.
* Employment Information: Office location, job title, and/or description of role.
* Correspondence: Survey responses, information provided to our support team or user research team.
* Business Information: Type of business, list of officers, members, or managers of the business, articles of incorporation, certificates of good standing, and ownership structure.

The documents and information collected are securely stored and safeguarded.  At your request and with your permission, these documents may be shared with certain lenders.  Under no circumstances will we disclose, transmit, or share in any way, these documents without your permission.

**Information Collected Automatically**

Some of the personal information we collect from you may happen automatically. We use tracking technologies such as cookies, log files, and pixel tags to automatically collect information when users visit our System. This information helps us address customer support issues, improve the performance of our Sites and applications, provide you with a streamlined and personalized experience, and protect your account from fraud by detecting unauthorized access.  Information we collect includes but may not be limited to:

* IP address to measure our website traffic and to help provide a more personalized experience;
* Information regarding your browser and other technical specifications required to use our System;
* Your transaction history relating to the use of our products and services;
* Computer data or files, often called “cookies,” which may be sent by your web browser and stored on an individual computer to allow our server to “recognize” you through the navigation of the Site, and for us to credit your account for various online transactions; and
* Computer data files, often called “web beacons” that are collected from emails or links on third-party sites that allow our server to evaluate the popularity of those links or the information contained in emails or on third-party sites.
* From time to time, we may obtain information about you from third party sources as required or permitted by applicable law. These sources may include:
* Public Databases & ID Verification Partners: We may obtain information about you from public databases and ID verification partners for purposes of verifying your identity in accordance with applicable law.
* Credit Bureaus: With your consent, we may obtain information from credit bureaus, including your credit report. However, we will not disclose your credit report without your explicit permission. We obtain your credit information to better provide services to you, to match you with appropriate lenders, to ensure your identity, and to avoid fraud.
* Financial Institution: With your consent, we may obtain information directly from your financial institution, including copies of your account statements. We may obtain this information to assist in providing Services to you, including the underwriting process.
* Joint Marketing Partners & Resellers: For example, unless prohibited by applicable law, joint marketing partners or resellers may share information about you with us so that we can better understand which of our Services may be of interest to you.
* Advertising Networks & Analytics Providers: We work with these providers to provide us with de-identified information about how you found our Sites and how you interact with the Sites and Services. This information may be collected prior to account creation.

For more information, see the “Cookies and Similar Technologies” section below.

**Collecting Information from Children Under the Age of 18**

Our Site and System are not designed for children, and we do not knowingly collect information from any person under the age of 18. If you are under the age of 18, please do not use our site.

**How Is the Information We Collect Used?**

We collect information about you in order to provide you with services and products, and also to collect information that is necessary for the System to work properly. We use personal information for a variety of purposes related to our business, including but not limited to:

* **Providing services and support**

Performing the essential functions of the System including responding to inquiries, fulfilling orders and requests, processing payments, providing support and troubleshooting, and communicating with users about their use of the System or regarding a user initiated inquiry on the System.

* **Communicating with users about products or services**

Sending or initiating direct marketing programs, such as newsletters or information about new products or services we are offering; using content from social media platforms where users discuss our products or use a hashtag related to our products.

* **Personalizing user experiences on our System**

Tailoring content on the System based on user location, preferences, and other personalization factors.

* **Analytics and System improvement**

Tracking information about your visits to our Site or use of the System to allow us to provide better service; using certain online preferences in the aggregate across all users to evaluate the System and develop additional products and services to offer.

* **Compliance with legal obligations**

Sharing information to comply with the law or a legal proceeding, such as in response to a subpoena or court order.

* **Other purposes necessary to carry out our obligations under this Privacy Policy or our Terms of Use**

**Disclosure of Information**

We may share information, in the aggregate, regarding your online browsing preferences to evaluate our products or allow the third parties we work with to better serve our users. We will not share personally identifiable information in these instances, other than as described in this Privacy Policy.

We will not share your information with third parties to directly market their products to you. We may provide user information to third-party service providers or vendors for purposes including but not limited to:

* Initiating direct marketing programs on our behalf;
* Data tracking;
* Maintenance or development of our System;
* Development of online products, services, or customer service, or new product development; and
* Other contracted promotional opportunities provided to our users.

We may also share this information with any subsidiaries, licensees, suppliers, distributors, affiliates, assigns, successors, or other related entities and their respective owners. We may also share your personal information in connection with law enforcement requests or in response to investigations, subpoenas, court orders, or other legal processes to establish or exercise our legal rights or defend against legal claims, or as otherwise required by law.

**Business Transfers**

We may also disclose your information to a third party as part of reorganization or a sale of the assets of **GenEQTY** or its subsidiaries or divisions. Any third party to which **GenEQTY** transfers or sells the System or related assets will have the right to continue to use the personal and other information that you provide to us.

**5. Disclosure of your information to third parties**

*i. Disclosure By Law:*

You acknowledge and agree that we may disclose information you provide if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law) and (2) protect or defend GenEQTY´s, or a third party´s, rights or property.

*ii. Lenders and/or brokers.*

By signing up for our services or submitting a request for a business loan product or service as offered on the Websites, you signify your agreement to proceed and that you are consenting, acknowledging and agreeing to the disclosure of you information with lenders and/or brokers within our network. We will not perform a credit check without your authorization. Please be aware that the lenders, brokers, and/or other service providers with whom you are matched and with whom your information is shared may retain your information, even if you do not enter into an agreement for their products or services. Please contact each such party directly regarding their privacy and information policies.  Also, if you enter into an agreement with a lender, broker, or other service provider through the GenEQTY service and make changes to the information you have provided to us, we may share the updated information with such lenders, brokers, and/or service providers.

*iii. Disclosure to Trusted Third Parties By Us:*

Upon completing a profile on the site, and filling out the entirety of the application, we will share your information with third party service providers with whom you are matched. By accepting the [**Terms of Use**](https://www.lendio.com/agreements/terms-of-use/), you agree to receive various marketing materials from our trusted third parties, including potential lenders and service providers. We are not responsible for the material of the third parties or their actions. Your information may also be shared with third-party contractors that provide services to GenEQTY and are bound by this privacy policy. Your information will be treated as private and confidential by such third parties and not used for any other purpose than we authorize. In addition, from time to time, we may share personal information (such as e-mail or mailing address) about our user base with carefully selected third parties, so they can offer goods and services that we believe may be of interest to our users. If you do not wish to receive offers from our trusted partners, you can change your e-mail preferences at any time by following the steps outlined in the “Choice/Opt-Out” section below.

*iv. Service Providers*

With service providers under contract who help with parts of our business operations. Our contracts require these service providers to only use your information in connection with the services they perform for us, and prohibit them from selling your information to anyone else. Examples of the types of service providers we may share personal information with (other than those mentioned above) include:

* Network infrastructure
* Cloud storage
* Payment processing
* Transaction monitoring
* Security
* Document repository services
* Customer support
* Internet (e.g. ISPs)
* Data analytics
* Information Technology
* Marketing

*v. Other Companies*

With companies or other entities that we plan to merge with or be acquired by. You will receive prior notice of any change in applicable policies.

*vi. Professionals*

With our professional advisors who provide banking, legal, compliance, insurance, accounting, or other consulting services in order to complete third party financial, technical, compliance and legal audits of our operations or otherwise comply with our legal obligations.

**By disclosing your information to us through signing up on any of the Websites and agreeing to the Terms, you expressly consent to any transfer of your information as described in this Privacy Policy, the Terms, and the Site.**

**6. Information obtained from third parties**

We purchase marketing data about our customers from third parties and combine it with information we already have about you, to create more tailored advertising and products.

If you provide information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us.

Any information obtained from a third-party will be used to assist matching your business with various lenders.

The Websites contain links to other websites that are maintained by third parties. These third parties are solely responsible for their own websites and we encourage you to reach out to such third parties for copies of and information regarding their security practices. We do not control, and are not responsible for, the privacy and security practices of these third parties.

**7. Third Party sites and services**

If you authorize one or more third-party applications to access your GenEQTY Services, then information you have provided to GenEQTY may be shared with those third parties. Unless you provide further authorization, these third parties are not allowed to use this information for any purpose other than to facilitate your transactions using GenEQTY Services. Please note that third parties you interact with may have their own privacy policies, and GenEQTY is not responsible for their operations. Information collected by third parties, which may include such things as contact details, or other personal information, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third parties.

Examples of account connections include:

* **Lenders**: If you use your GenEQTY account to conduct a transaction with a third-party merchant, the merchant may provide data about you and your transaction to us.
* **Your Financial Services Providers**: For example, if you send us funds from your bank account, your bank will provide us with identifying information in addition to information about your account in order to complete the transaction.

Information that we share with a third-party based on an account connection will be used and disclosed in accordance with the third-party’s privacy practices. Please review the privacy notice of any third-party that will gain access to your personal information.

**8. Updating, accessing, and storing your information**

You may update or access your profile information at any time by logging into your account and making any change or update. Any changes made will be updated immediately.

If you want to stop using your account you may deactivate it or delete it. When you deactivate an account, your information will not be sent to any further lenders, brokers, or other third parties, but the information will not be deleted. By deactivating your account you will have the ability to restore the account in its entirety.

You may delete your account from GenEQTY. If you choose to delete your account it will be permanently deleted from GenEQTY. You should only delete your account if you are certain you never want to reactivate it again.

Upon deletion of your account, data you provide to GenEQTY will be retained by GenEQTY in a commercially reasonable manner and to comply with relevant lending laws.  Once your account is deleted, GenEQTY will not share your information, and will only use your data for internal research and GenEQTY marketing.  Data that is retained by GenEQTY will be retained for a commercially reasonable period of time as determined by GenEQTY in conformance with applicable law.

We store your personal information securely throughout the life of your GenEQTY Account. We will only retain your personal information for as long as necessary to fulfill the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting obligations or to resolve disputes. While retention requirements vary by jurisdiction, information about our typical retention periods for different aspects of your personal information are described below.

* Personal information collected to comply with our legal obligations under financial, consumer protection, and commercial credit laws may be retained after account closure for as long as required under such laws.
* Contact Information such as your name, email address and telephone number for marketing purposes is retained on an ongoing basis until you unsubscribe. Thereafter we will add your details to our suppression list to ensure we do not inadvertently market to you.
* Content that you post on our website such as support desk comments, photographs, videos, blog posts, and other content may be kept after you close your account for audit and crime prevention purposes (e.g. to prevent a known fraudulent actor from opening a new account).
* Recording of our telephone calls with you may be kept for a period of up to six years.
* Information collected via technical means such as cookies, webpage counters and other analytics tools is kept for a period of up to one year from expiry of the cookie.

**9. Privacy Rights**

Depending on applicable law where you reside, you may be able to assert certain rights related to your personal information identified below. If any of the rights listed below are not provided under law for your operating entity or jurisdiction, GenEQTY has absolute discretion in providing you with those rights.

Your rights to personal information are not absolute. Depending upon the applicable law, access may be denied: (a) when denial of access is required or authorized by law; (b) when granting access would have a negative impact on another’s privacy; (c) to protect our rights and properties; (d) where the request is frivolous or vexatious, or for other reasons.

*i. Access and portability*

You may request that we provide you a copy of your personal information held by us. This information will be provided without undue delay subject to a potential fee associated with gathering of the information (as permitted by law), unless such provision adversely affects the rights and freedoms of others. In certain circumstances, you may request to receive your personal information in a structured, commonly used and machine-readable format, and to have us transfer your personal information directly to another data controller.

*ii. Rectification of incomplete or inaccurate personal information*

You may request us to rectify or update any of your personal information held by GenEQTY that is inaccurate. You may do this at any time by logging in to your account and clicking the Profile or My Account tab.

*iii. Erasure*

You may request to erase your personal information, subject to applicable law. If you close your GenEQTY Account, we will mark your account in our database as “Closed,” but will keep certain account information, including your request to erase, in our database for a period of time as described above. This is necessary to deter fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their account and opening a new account, and to comply with GenEQTY legal obligations. However, if you close your account, your personal information will not be used by us for any further purposes, nor shared with third parties, except as necessary to prevent fraud and assist law enforcement, as required by law, or in accordance with this Privacy Policy.

*iv. Withdraw consent*

To the extent the processing of your personal information is based on your consent, you may withdraw your consent at any time. Your withdrawal will not affect the lawfulness of GenEQTY’s processing based on consent before your withdrawal.

*v. Restriction of processing*

In some jurisdictions, applicable law may give you the right to restrict or object to us processing your personal information under certain circumstances. We may continue to process your personal information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.

*vi. Automated individual decision-making, including profiling*

GenEQTY relies on automated tools to help determine whether a transaction or a customer account presents a fraud or legal risk. In some jurisdictions, you have the right not to be subject to a decision based solely on automated processing of your personal information, including profiling, which produces legal or similarly significant effects on you, save for the exceptions applicable under relevant data protection laws.

**Cookies and Similar Technologies**

We use cookies, pixel tags, and similar technologies to gather information about your use of our System and to customize your experience using the System.

**Cookies**

Cookies are small data files that help us keep track of your usage of the System. Many of the cookies we use enable the System to function as you would expect it to. Cookies enable the System to remember things like your login information so you do not have to re-enter it, items in your shopping cart when you navigate away from the page, user preferences, and other personalized settings. Cookies also enable us to track and analyze user behavior in order to improve our System. Most web browsers automatically accept cookies but you can choose to accept or decline certain types of cookies if you prefer. However, declining cookies may impact the functionality of the System and in some cases you may not be able to access the functions of the System. We use the following categories of cookies on the System:

* **Session cookies**

Session cookies are stored on the user’s hard drive temporarily and are deleted when the user ends the browsing session. Session cookies are useful for things like keepings item in a shopping cart while the user continues to browse.

* **Persistent cookies**

Persistent cookies stay on the user’s hard drive until they expire, even after the browser is closed. Persistent cookies are useful for remembering things like login information, so users do not have to enter their password every time they visit the System.

* **Third-party cookies**

Third party cookies are not installed directly by our System, but by third parties such as advertisers. Third party cookies are used to track advertising preferences from site to site, and to gather data about users’ browsing habits in order to improve the user experience.

**Clear GIFs**

Clear GIFs (also called pixel tags or web beacons) are small files embedded in websites that tell us what content a user accesses and how users navigate the System. Clear GIFs enable us to track and analyze user behavior on the System in order to make it more intuitive and user friendly.

**Third Party Websites and Links**

Our System may contain links to other websites. These websites may have privacy policies different than our Privacy Policy. The System may also contain certain social media icons or widgets. Although you can view the material we have linked to, you may have to create an individual account or register to use these third-party social media sites to use interactive features. Any interaction on social media or other third-party websites is governed not by this privacy policy but by the terms of use and privacy policy of the particular platform.

**Behavioral Advertising**

We may also use third-party vendors, such as Google Analytics, to advertise to our users online. These third-party vendors may display **GenEQTY** product advertisements on other websites based on your internet usage. More specifically, these vendors use first-party cookies (such as the Google Analytic cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize, and serve ads based on your past visits to the Site or another site affiliated with [Company] products or services. You can opt-out of Google Analytics for Display Advertising by using Google’s Ads Settings.

**How is User Information Protected?**

We maintain administrative, physical, and technical safeguards for all user information collected in our System.

**Your Options**

By providing information to us or using our System, you are consenting to our use of your data as outlined in this Privacy Policy.

While we work hard to use and disclose our users’ personal information only for the purposes identified above, you can choose not to provide personal information or limit the personal information obtained by us as follows:

* You may have your contact information removed from our marketing lists to inform users of new or relevant products, services, and special offers by clicking on the unsubscribe link in any communication received from us, or by emailing us at **info@geneqty.com**
* You may limit the collection of “cookies” through your browser settings. However, this may disable our ability to provide you with the most relevant products or information regarding the System; and
* You may limit the ability of Google Analytics to track your online activity, as outlined in the “Behavioral Advertising” section.

**Your California Privacy Rights**

In addition to the rights provided for above, if you are a California resident, you have the right to request information from us regarding whether we share certain categories of your personal information with third parties for the third parties’ direct marketing purposes. To the extent we share your personal information in this way, you may receive the following information:

(a) the categories of information we disclosed to third parties for the third parties’ direct marketing purposes during the preceding calendar year; and

(b) the names and addresses of third parties that received such information, or if the nature of their business cannot be determined from the name, then examples of the products or services marketed.

Effective January 1, 2020, pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), California residents have certain rights in relation to their personal information, subject to limited exceptions. Any terms defined in the CCPA have the same meaning when used in this California Privacy Rights section.

For personal information collected by us during the preceding 12 months that is not otherwise subject to an exception, California residents have the right to access and delete their personal information. GenEQTY will not discriminate against those who exercise their rights. Specifically, if you exercise your rights, we will not deny you services, charge you different prices for services or provide you a different level or quality of services.

To the extent we sell your personal information to third parties, you also have the right to request that we disclose to you: (i) the categories of your personal information that we sold, and (ii) the categories of third parties to whom your personal information was sold. You have the right to direct us not to sell your personal information. Please note that the only time personal information is sold is when you decide to apply for, and fund, business loans through the GenEQTY marketplace. Otherwise, your information is maintained by GenEQTY, but is not sold.

Should GenEQTY engage in any of the activities listed in this section, your ability to exercise these rights will be made available to you in your account settings. You can exercise your rights by contacting us at privacy@GenEQTY.com, by contacting customer service at (855) 853-6346, or by filling out this online form so that we may consider your request.

If you are a California resident, you may designate an authorized agent to make a request to access or a request to delete on your behalf. We will respond to your authorized agent’s request if they submit proof that they are registered with the California Secretary of State to be able to act on your behalf, or submit evidence you have provided them with power of attorney pursuant to California Probate Code section 4000 to 4465. We may deny requests from authorized agents who do not submit proof that they have been authorized by you to act on their behalf, or are unable to verify their identity.

**11. Security**

We have extensive security measures in place to protect the loss, misuse and alteration of the information stored in our database. These measures include the use of Secure Socket Layer (SSL) technology during credit card transactions and administrative access to site data, as well as other proprietary security measures which are applied to all repositories and transfers of user information. We will exercise reasonable care in providing secure transmission of information between your computer and our servers, but given that no information transmitted over the Internet can be guaranteed 100% secure, we cannot ensure or warrant the security of any information transmitted to us over the Internet and hence accept no liability for any unintentional disclosure. For further information, please see our Terms of Use.

In the event there is a data breach at GenEQTY, GenEQTY will notify you within 60 days. We will notify you that a breach occurred, what type of information was breached, when the breach occurred, what steps you can follow to further protect your information, what actions we are taking regarding the breach and what steps we are taking to ensure the breach does not happen again.

Do not share your account login and/or password with any other individual. Your account login and/or password is sensitive and your sharing of your account information may lead to additional exposure to your account.

**12. Choice/Opt-Out**

You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instruction included in these emails or you can contact us at privacy@GenEQTY.com.

You can choose not to provide us with certain information, but this will likely result in the inability to use certain features of the Websites and to obtain the services and products you are seeking. As a general matter, do not post personal information on public forums. You are solely responsible for the posting of any personal information on public forums.

If, after signing up for our services, you decide you no longer wish to receive our services or future contact from lenders, brokers, or other third parties to which your information has been referred, you may cancel your account as discussed herein. Upon cancelling your account, your information will no longer be sent to lenders, brokers, or other third parties. This does not guarantee that these lenders, brokers, or other third parties will cease contacting you or using your information. Please be sure to reach out to all lenders, brokers, and/or other third parties to ensure they cease contacting you.

Certain federal and state regulations require that we maintain a record of your information for certain periods of time. Due to these regulations, we may be unable to completely delete your information from our database until the time requirements of these regulations have expired.

**13. Special notice to California residents.**

**If you are a resident of California, in addition to the rights set forth in this Privacy Policy:**

We will not share any personal information about you with third parties to the extent prohibited by applicable California law or to the extent your prior consent to share is required by applicable California law; and

You have the right to request information from us regarding the manner in which we share certain categories of information with third parties for their direct marketing purposes. California law gives you the right to send us a request at a designated address to receive the following information:

the categories of information we disclosed to third parties for their direct marketing purposes during the preceding calendar year; the names and addresses of the third parties that received that information; and

if the nature of the third party’s business cannot be determined from their name, examples of products or services marketed.

We may provide this information in a standardized format that is not specific to your situation. Requests may be sent to privacy@GenEQTY.com.

**14. Special notice to Vermont residents.**

Vermont law places additional limits on sharing information about Vermont residents so long as they remain residents of Vermont. In accordance with Vermont law, we will not share information we collect about Vermont residents to companies outside of GenEQTY except: (1) As permitted by law; (2) To companies that perform marketing or other services on our behalf; (3) Name, contact and transaction and experience information to other financial institutions with which we have joint marketing agreements; or (4) With the authorization or consent of the Vermont resident. We also will not share non-transactional information about Vermont residents received from others within the GenEQTY family of companies except with the authorization or consent of the Vermont resident.

**15. Changes to this Privacy Policy**

We may modify this Privacy Policy from time to time which will be indicated by changing the date at the top of this page. If we make any material changes, we will notify you by email (sent to the email address specified in your account), by means of a notice on our Services prior to the change becoming effective, or as otherwise required by law.

**16. Notification of Privacy Policy Changes**

We may update this privacy policy to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the email address specified in your account) or by means of a notice on this Site. We encourage you to periodically review this page for the latest information on our privacy policy. When we make changes to this Privacy Policy we will revise the revision date at the top of the Privacy Policy.

**Contacting Us**

For additional information pertaining to our Privacy Policy, please contact:

 **GenEQTY**

**info@GenEQTY.com** **888-436-3789 (888-Gen-EQTY)**