

VENTMA, INC.
Website Privacy Policy

1. Introduction. VENTMA, INC., a Nevada Corporation (hereinafter, "VENTMA"), is committed to protecting the privacy of its Users (as defined hereinbelow). This Website Privacy Policy (hereinafter, "Privacy Policy") outlines what information VENTMA collects from its Users through www.ventma.com (the "Website" or "Site") and how that information is used. VENTMA will only keep Users' information, which they submit through the Website for internal use. If any provision of this Privacy Policy conflicts with one or more provisions of Website Terms and Conditions, the provisions of Website Terms and Conditions shall control. **IF USER DOES NOT ACCEPT THIS PRIVACY POLICY (INCLUDING ANY UPDATED TERMS HERETO) OR DOES NOT MEET OR COMPLY WITH THESE PROVISIONS, THEN USER MAY NOT USE THIS WEBSITE. WEBSITE TERMS AND CONDITIONS IS INCORPORATED HEREIN BY REFERENCE AND USER BY USING THE WEBSITE HEREBY AGREES THAT USER SHALL COMPLY WITH WEBSITE TERMS AND CONDITIONS AND PRIVACY POLICY. PLEASE BE ADVISED THAT VENTMA RESERVES THE RIGHT TO RELEASE SUCH INFORMATION TO LAW ENFORCEMENT OR OTHER GOVERNMENTAL OFFICIALS AS, IN VENTMA'S SOLE AND ABSOLUTE DISCRETION, IT IS DEEMED NECESSARY TO COMPLY WITH THE LAW.**

2. Revisions to Privacy Policy. VENTMA reserves the right to revise, change, amend, alter or modify (hereinafter,"Update") this Privacy Policy and its other policies and agreements at any time and in any manner. The User, as defined below, is responsible for periodically checking for any Updates of this Privacy Policy by re-visiting the Website and using the "refresh" button on the User's browser. Any Updates supersede any prior versions immediately upon posting on the Website.

3. Information Collected. The information which VENTMA collects through the Website may include personally identifiable information (hereinafter the "Personal Information") which refers to information that helps it identify users or viewers of the Website (collectively, "Users" and each a "User," and shall refer to Subscriber or Registered User as defined in Website Terms and Conditions). The Personal Information includes data such as a User's name, street address, phone number, facsimile number, email address, username and password. Users are responsible for keeping all Personal Information current and may change any previously entered information through the Website in the manner set forth below. VENTMA may utilize Personal Information, without limitation, for the following purposes: (i) establishing and verifying user identities; (ii) opening, maintaining, administering and servicing Registered User (as defined below) accounts; (iii) processing, servicing or enforcing transactions and sending communications relating to the Website; (iv) providing User support in connection with User-use of the Website; (v) providing service updates for the Website; (vi) providing promotional notices and offers and other VENTMA information; (vii) responding to User-posed inquiries and comments; (viii) maintaining the security of the Website and Company-systems; and (ix) evaluating Use of the Website for potential improvements and otherwise. The Website may also collect data that cannot be traced back to a specific individual (hereinafter the "Anonymous Information"). For example, VENTMA may be able to keep count of how many Users have viewed the Website and specific content therein, or key words utilized to find the Website, but this information does not necessarily include information regarding Users' names, street addresses, phone numbers or email addresses. Users who view the Website but do not enter their Personal Information are generally anonymous Users. Only Anonymous Information and no Personal Information will be intentionally collected by VENTMA from anonymous Users. The Website may use browser cookies to collect Anonymous Information. The Website may also incorporate web beacons or similar tracking technologies to allow VENTMA to track how the Website is used. Such technologies are used to collect Anonymous Information, e.g. the name of the User's internet service provider, the IP address of the User's computer, User's browser software and operating system, the identity of any linked-

form or linked-to website and other similar information. Furthermore, VENTMA may, either directly or through a third party, track Users' conduct on the Website, including, without limitation, areas of the Website visited, topic(s) viewed, most popular pages of the Website, Users' Internet connection type and browser use. VENTMA may combine a User's Anonymous Information with similar information collected from other Users to help improve the Website and services.

4. Registered Users. A User may become a registered member of the Website in accordance with the Website Terms and Conditions (hereinafter the "Registered User"), in which case the User may be asked to provide certain Personal Information, including his name, address, telephone number, email address, a unique login name, password and password validation, and a password hint to help the User remember his password. This information is collected within the registration process, in order to allow for greater ease in the Registered User utilizing the Website and its interactive features; to allow VENTMA and the Website to identify the Registered User; and to allow VENTMA to contact the Registered User for customer service purposes and otherwise. In addition, VENTMA requests Registered User's email address to confirm new member registration and to enable email or other electronic communications to be made through the Website. Moreover, VENTMA may utilize a Registered User's email address to send updates, newsletters, news or other information regarding the Website to the Registered User. In the event that Registered User no longer wishes to receive such emails, Registered User may "opt-out" by contacting VENTMA by sending an email at customerservice@ventma.com. The subject line of that communication should read: "DO NOT SEND ME NOTIFICATION EMAILS." Registered Users may be providing more Personal Information than general Users to the Website. By becoming a Registered User that User assumes all risk, and agrees to these terms with regard to all of the information that he submits vis-à-vis the Website. Furthermore, the information set forth in the Registered User's profile may be shared with others, and registration as a Registered User constitutes consent to sharing this information.

5. User Posted Content. Users may post content, including, without limitation, on the Website that may be made publicly available to other users and to the general public via the Website. Users acknowledge and agree that by posting or otherwise submitting such content on or to the Website, User's Personal Information, including his email address and any other information the User supplies, may be visible to the third parties. User shall not share any information in his inquiry that he is not prepared to be public or to otherwise share with such other third parties. Further, Users may submit inquiries, comments or other content (collectively, an "Inquiry") to VENTMA through the Website. Users acknowledge and agree that by sending an Inquiry or otherwise posting communications to the Website, a User's Personal Information, including his email address and any other information the User supplies, may be visible to third parties. User shall not share any information in his Inquiry that he is not prepared to be public or to otherwise share with such other third parties. Moreover, User's Inquiry may be available for review by VENTMA and/or other Users' contractors and employees. Moreover, VENTMA may from time to time, use third party email servers to send and track receipt of the Inquiries, and analyze the pattern of inquiry usage via these third party tracking systems. If a User is making an Inquiry or posting content for someone other than himself, in which another person's Personal Information will be accessible or otherwise made available, User hereby makes the material representation and warranty upon which he wishes VENTMA to reasonably rely, that he has obtained each of those other individuals' consent to disclose their personal information to VENTMA and other Users. User expressly acknowledges and agrees that VENTMA may need to otherwise provide a third party with portions of the User Information that VENTMA, in its sole discretion, deems necessary to effectuate the purposes of the Website. All submissions of content, including without limitation, the posting of content to the Website or the submission of an Inquiry, sent to VENTMA are accepted in accordance with, and governed by, the Website Terms and Conditions. Moreover, User acknowledges and agrees that this Privacy Policy does not apply to content, business information, pictures, ideas, concepts or inventions that User sends to

VENTMA (collectively, "Submitted Property"). User acknowledges and agrees that all Submitted Property becomes the property of VENTMA immediately upon its receipt of the same, unless VENTMA elects not to take ownership of said property. VENTMA may then utilize, distribute or otherwise disseminate the Submitted Property as it wishes in its sole discretion. As it relates to intellectual property rights relating to the same, User hereby assigns and conveys all rights he may have to such submitted property and ideas. If User seeks to keep such information or property private or proprietary, he should not send such information to VENTMA.

6. Third Party Advertisers and Links to Third Party Websites. The Website may include advertisements from third-party companies which may include links to third-party websites. The advertisements placed by these companies, or other listings of other Users are not affiliated, owned, maintained or updated by the VENTMA. If User visits the website of these third-party advertisers, or otherwise submits information to any other User, they may use cookies and/or request and collect User's Personal Information. VENTMA does not know of the policies of these independent third-party advertisers, including without limitation, other Users, and is not responsible for the information collected or how the information is used by any third-party advertisers, including without limitation, other Users. VENTMA also cannot confirm or in any way guarantee the accuracy of the information provided by those third-party advertisers on their websites. VENTMA strongly recommends that User reads and reviews the privacy policies of any other third-party websites that it may view.

7. Information Sharing. Except as otherwise provided in this Privacy Policy, VENTMA will not intentionally distribute, rent or sell a User's Personal Information to third parties without the User's permission. Notwithstanding the foregoing, VENTMA will share Users' information, including without limitation Personal Information amongst its parent companies, subsidiaries, affiliates and other related entities and related websites. Furthermore, VENTMA may utilize third parties in connection with the maintenance and operation of the Website and otherwise relating to the operation of VENTMA's business. VENTMA may share Users' information, including without limitation Personal Information, with such third parties accordingly. VENTMA may be required by law enforcement or judicial authorities to provide Users' Personal Information to the appropriate governmental authorities. If VENTMA receives a request from law enforcement or judicial authorities, then it reserves the right to provide the requested information. In addition, VENTMA reserves the right to release such information to law enforcement or other governmental officials as, in VENTMA's sole and absolute discretion, it is deemed necessary to comply with the law.

8. Security Procedures. VENTMA undertakes reasonable efforts to operate secure data networks which are protected by industry standard firewall and password protection systems. VENTMA undertakes reasonable efforts to review its security and privacy policies on a periodic basis and it may adjust and change the systems as necessary. Notwithstanding the above, and although VENTMA is ever diligent in its security pursuits, it cannot guarantee the success of its efforts.

9. Special Cases. It is VENTMA's policy to not use or share the Personal Information about the Users of the Website in ways which have not been outlined or described herein without first allowing its Users a chance to opt out or otherwise disallow such unrelated uses. However, VENTMA may disclose Personal Information about its Users or information relating to their Use of the Website for any reason if, in its sole discretion, it determines that it is reasonable to do so, including:

9.1 To comply with laws, such as the Electronic Communications Privacy Act, regulations or governmental or legal requests for such information;

9.2 To reveal information that is needed to identify, contact or bring legal action against any User who may be violating the Website Terms and Conditions;

9.3 To operate the Website properly;

9.4 To protect the Website and its Users; and/or

9.5 To fully cooperate with law enforcement authorities, private-party litigants and others seeking information about its Users to the extent required by applicable law.

10. Managing and Deleting Users' Personal Information. If a User would like to modify or delete any Personal Information previously entered on the Website, User can update User's information by contacting VENTMA by sending an email at customerservice@ventma.com and providing User's current and updated information. Notwithstanding the foregoing, a Registered User may be able to update Registered User's Personal Information by changing his online profile through the Website.

11. Protection of Children. VENTMA does not knowingly collect or use any Personal Information from children (minors younger than 18) through the Website. If the User is a parent and believes VENTMA may have inadvertently collected such information from User's child, please notify VENTMA immediately by contacting VENTMA by sending an email at customerservice@ventma.com.

12. Additional Information. If Users have any questions about this Privacy Policy, please feel free to contact VENTMA by sending an email at customerservice@ventma.com.

13. Website Terms and Conditions. The Terms and Conditions set forth on the Website shall govern any claim relating to this Privacy Policy and will otherwise be deemed applicable to it.

14. Corporate Transfers of Information. Information about the Users of the Website, which include the Users' Personal Information, may be disclosed in association with certain business dealings such as any debt financing, acquisition or merger, sale of assets and in the event of a bankruptcy, assignment for benefit of creditors or receivership in which particular information could be sold or transferred to other parties as an asset. By using the Website and/or entering his Personal Information, each User consent to the Website's use of his information as outlined in this Privacy Policy.