

# **EXHIBIT 9**



## Enhanced Privacy Policy

This agreement is part of a Master Service Agreement (MSA) that governs the relationship between Private Layer and its customers. All customers ordering and using Private Layer services must agree to be bound by the MSA. The MSA can be found at:

[http://www.privatelayer.com/pdfs/PL\\_MSA.pdf](http://www.privatelayer.com/pdfs/PL_MSA.pdf)

### **What information do we collect?**

We collect information from you when you place an order and become our customer. When ordering or registering on our site, as appropriate, you will be asked to enter the following information: Personal Name, Company Name, E-mail Address, Mailing Address, or Phone Number.

We do not collect or store any credit card details on our web site.

### **What other information are we entrusted with?**

As an internet service provider, we are technically entrusted with your company's important data including but not limited to: server content files, databases, electronic email, browsing histories, storage area network files, Virtual Private Network access logs, and any other information that is stored, uploaded, or collected automatically by our products.

### **What do we use your information for?**

The information that we collect when you place an order and be a customer may be used in the normal operations of our company when contacting you regarding technical, network, billing, or abuse issues. The entrusted information regarding your service will never be used except in the rare cases of investigating abuse issues. In the case of abuse issues, this information will be only used INTERNALLY within Private Layer.

### **How do we protect the information that we collect when you become a customer?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, modify, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Database to be only accessed by those authorized with special access rights to our systems, and are required to keep the information confidential.

After you have cancelled your account with Private Layer, your private information will not be kept on file for more than 30 days.



## **Regional Internet Registries**

Private Layer is required to certain disclose customer data to Regional Internet Registries (such as RIPE and LACNIC) for the purpose of IP justifications and allocations. By default the information that you provide for us in the order is used with these parties. If you would like to provide a valid alternate address, then this can be done by emailing [network@privatelayer.com](mailto:network@privatelayer.com).

## **Do we disclose any information to outside private parties?**

With the exception of Regional Internet Registries mentioned above, we do not sell, trade, or otherwise transfer to outside parties your personally identifiable information that is collected when you place an order for our products. We do not use vendors or consultants that require access to our customer's information.

All employees of Private Layer are required before entering into employment with Private Layer to sign a non-disclosure and confidentiality agreement that prohibits disclosure of confidential client information during employment as well as after they cease to be employed by Private Layer.

Though we never allow any vendors or service provider direct access to our client information or data, all vendors and service providers are required before entering into business with Private Layer to sign a non-disclosure and confidentiality agreement that prohibits disclosure of confidential client information that could be collected during the course of servicing Private Layer.

## **Do we disclose any information to outside legal parties?**

We will not disclose any information that we collect or that is entrusted to us to any attorneys, law firms, courts, or law enforcement agencies unless otherwise presented with an official court order executed by a judge or magistrate within the Republic of Panama, or the Swiss Confederation.

## **Public Debate Clause**

In the event that our customer's directly engage in a what is considered a "Public Debate" in an Internet Forum in the form of "Online Review," "Service Review," or any other comments regarding the service that Private Layer provides to customers, Private Layer reserves the right to disclose information (with or without the consent of the customer) relevant to public debate at its discretion in order to defend its reputation as a service provider in the community.

## **Changes to our Privacy Policy**

If we decide to change our privacy policy, we will post those changes on the links from our main pages.