

Sacred Heart Parish Federal Credit Union
Privacy Policy and Terms of Use

Last modified: February 18, 2020

Introduction

Sacred Heart Parish Federal Credit Union (“SHCU” “Us” “Our” or “We”) respects your online privacy and is committed to protecting it through our compliance with this Privacy Policy. This Privacy Policy describes:

- The types of information we may collect or that you may provide when you access or use the SHCU’s website located at <http://sacredheartcu.com> (the “SHCU Site”).
- Our practices for collecting, using, maintaining, protecting, and disclosing that online information.

This Privacy Policy applies only to information we collect through the SHCU Site and any electronic communications sent through the SHCU Site.

This Privacy Policy DOES NOT apply to information that:

- We collect as part of your membership in or banking with SHCU.
- We collect offline or on any other SHCU apps or websites, including websites you may access through the SHCU Site.
- You provide to or is collected by any third party.

This Privacy Policy applies only to your online use of the SHCU Site. It supplements, but does not alter or amend, the Sacred Heart Parish Federal Credit Union Privacy Policy issued by our credit union in accordance with federal law. A copy of the Sacred Heart Parish Federal Credit Union Privacy Policy can be found here:

<https://sacredheartcu.com/ContentDocumentHandler.ashx?documentId=67267>

Any other SHCU or affiliate websites and apps and the websites and apps of third parties have their own privacy policies, which we encourage you to read before providing information on or through them. Please read this Privacy Policy and the Terms of Use carefully to understand our policies and practices regarding your information and how we will treat it and to understand the legal terms that govern your access to and use of the SHCU Site. If you do not agree with our policies and practices or our Terms of Use, do not use the SHCU Site. By using the SHCU Site, you agree to this Privacy Policy and Terms of Use. This Privacy Policy and the Terms of Use may change from time to time (see “**Changes To Our Privacy Policy and Terms of Use**” section below). Your continued use of the SHCU Site after we make changes is deemed to be acceptance of those changes, so please check periodically for updates. The “last modified” date above will be updated to reflect the most recent changes that have been made.

1. **Information We Collect and How We Collect It**

We collect information from and about users of the SHCU Site:

- Directly from you when you provide it to us (Information You Provide to Us).
- Automatically when you use the SHCU Site (Automatic Information Collection and Tracking).

A. **Information You Provide to Us**

All Users. When you use the SHCU Site, you have the option of voluntarily contacting us through the email addresses or phone numbers provided on the SHCU Site. By contacting SHCU, you are consenting to our replies to your communications. Communicating with us through these customer service channels allows us to answer questions and provide you with assistance. We only use the information you provide us voluntarily to assist you. We do not use this information for marketing purposes. By voluntarily contacting us, you may provide information by which you may be personally identified, such as name, email address, telephone number, or any other identifier by which you may be contacted online or offline, which in the case of our customers, may include account information (“**personal information**”). We may retain records and copies of your correspondence, if you contact us. If you do not want to provide us with personal information through the SHCU Site, you may simply choose not to contact us online.

Customers. We collect information from customers when they contact us through the means noted above, as well as through use of the Virtual Branch Login feature and Check Reorder link.

(i) Virtual Branch Login. Existing customers may use the Virtual Bank Login to login to use the online banking options provided by SHCU. Once you are logged into the SHCU Site for Virtual Banking, the collection and use of your banking information and personal information is governed by the Sacred Heart Parish Federal Credit Union Privacy Policy, which can be found here: <https://sacredheartcu.com/ContentDocumentHandler.ashx?documentId=67267>

(ii) Check Reorder Link. Customers of SHCU have the ability to reorder checks through the SHCU Site. The Check Reorder link takes you to our third party service provider’s site: <https://orders.mainstreetinc.com/ConsumerReorder?UseHeader=Yes&cid=21280>. All online check reorder requests are processed through our third party service provider, Main Street Inc. Main Street has its own Privacy Policy, which can be found at http://www.mainstreetinc.com/wp-content/uploads/2019/12/MS_Privacy_Policy-012020.pdf and http://www.mainstreetinc.com/wp-content/uploads/2019/12/MS_Consumer_Privacy-012020.pdf. We encourage all users of this online check reorder option to review Main Street’s policies prior to using the service. For additional questions regarding Main Street’s collection, use, and disclosure of your personal information, please contact Main Street at 1-866-410-4000 or through their Contact Us link: <https://www.mainstreetinc.com/contact-us/>. SHCU is not responsible for Main Street’s use or collection of personal information, nor does it control Main Street’s use or security of the information.

B. **Automatic Information Collection and Tracking**

When you access and use the SHCU Site, we use technology and analytic tools, such as Google Analytics, to automatically collect:

- **Usage Details.** When you access the SHCU Site, we may automatically use analytic tools to collect overall information regarding usage of the SHCU Site. The analytic tools provide us with information such as numbers of unique visitors, number of visits, number of page views, the frequency, dates, and times of visits, communication data, and the resources that users access and use on the SHCU Site.
- **Device Information.** We may collect information about the type of computer or device you use to access the SHCU Site and the internet connection you use, including the device's unique device identifier, IP address, operating system, browser type, mobile network information, and the device's telephone number.
- **Location Information.** The SHCU Site does not collect real-time information about the location of your device.

To learn more about Google Analytics, you can visit the following link: <https://marketingplatform.google.com/about/analytics/>. If you do not want us to collect this information, you may opt out at any time by changing your cookies and tracking settings on your computer or device. Once you opt-out, you may send us a request to delete your information as provided in the **Accessing and Correcting Your Personal Information** section below. Note, however, that in some instances, opting out of tracking features will affect the accessibility or functionality of certain aspects of the SHCU Site.

The technologies we use for automatic information collection may include:

- **Session Cookies.** A session cookie is a small file placed on your smartphone, tablet, or computer, which is used only during the time you are actively on the SHCU Site. It may be possible to refuse to accept cookies by activating the appropriate setting on your device. However, if you select this setting you may be unable to access certain parts of the SHCU Site or certain functionality may be disabled.
- **Web Beacons.** Pages of the SHCU Site may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the SHCU, for example, to count users who have visited those pages and for other related web/app statistics (for example, recording the popularity of certain content and verifying system and server integrity).

We do not perform behavioral tracking, such as using these technologies to collect information about your activities over time and across third-party websites, apps, or other online services.

2. How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information, to:

- Provide you with access to the SHCU Site and any other information, products, or services that you request from us.

- Fulfill any other purpose for which you provide it.

The usage information we collect helps us to improve the SHCU Site and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize the SHCU Site according to your individual interests.
- Speed up your searches.
- Recognize you when you use the SHCU Site.

3. Disclosure of Your Information

We may disclose non-personally identifiable aggregated information about our users and other information that does not identify any individual or device without restriction.

In addition, we may disclose personal information that we collect or you provide:

- To our employees, contractors, service providers, and other third parties we use to support our business and website and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which it was disclosed to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of SHCU's assets in which personal information held by SHCU about the SHCU Site users is among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from the Terms of Use or any contracts entered into between you and us.
- Where it is necessary for completing or documenting banking transactions (including, Bill Pay) or resolving errors involving banking transactions.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our customers, tenants, employees, or others. This includes exchanging information with other companies and organizations for the purposes of public safety or fraud protection.

4. Your Choices About Our Collection, Use, and Disclosure of Your Information

We strive to provide you with choices regarding the personal information you provide to us. This section describes mechanisms we provide for you to control certain uses and disclosures of over your information.

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Emails from the SHCU (if applicable).** If you no longer wish to receive emails from us, you can opt-out by clicking the “unsubscribe” button at the bottom of the email or by sending us an email with the subject line “Unsubscribe” stating your request to ljanak@sacredheartcu.com.

5. Accessing and Correcting Your Personal Information

You can review and change your personal information that you provided to us through the SHCU Site by contacting us at (361) 798-4361. If you want us to delete all your information, you may also send us an email at ljanak@sacredheartcu.com to request deletion of any personal information that you have provided to us. We may elect not to accommodate a request to delete information if we believe the change would violate any law, legal requirement, or tenant obligation. If we receive an email from you, we will delete your information within thirty (30) days unless we notify you otherwise. **California residents may have additional personal information rights and choices. California residents should see the Supplemental Privacy Notice for California Residents at the end of this Privacy Policy.**

6. Data Security

We have implemented reasonable security measures designed to protect your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on secure servers behind firewalls and is encrypted, and we use anti-virus and anti-spyware software to help us prevent and detect malicious software. We also employ access controls so that access to personal information is only provided to authorized individuals, and we use audit and log management procedures to help detect improper access or use of personal information. The safety and security of your information also depends on you and we urge you to use strong passwords, which is why we have implemented password policies and employ screen lockouts after periods of inactivity. We urge you to be careful about giving out information in public areas of the SHCU Site. The information you share in public areas may be viewed by any user of the SHCU Site. Unfortunately, the transmission of information via the internet and mobile platforms is never completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted through the SHCU Site. Any transmission of personal information is at your own risk.

7. Terms of Use

These Terms of Use govern your access to and use of the SHCU Site and the SHCU services that are offered on or through the SHCU Site (“**Services**”), including any online and electronic access to accounts you have with SHCU (“**Eligible Accounts**”).

A. Access to and Use of Services.

Subject to these Terms of Use, any other applicable agreements you have with us, and applicable federal and state laws, rules and regulations, you may access and use the SHCU Site and the Services for information purposes and for the purposes expressly set forth in these Terms of Use and for no other reason. If you access or use the SHCU Site or Services, you agree to do so in an appropriate and lawful manner. Without limiting the foregoing, you agree not to:

- access accounts that you are not authorized to access;
- engage in any conduct that restricts or inhibits use of the SHCU Site or Services by others;
- introduce or transmit any virus, worm, Trojan horse or other material that may harm or disrupt the SHCU Site or Services or systems; and
- use the SHCU Site or Services in any way that violates any applicable federal, state, local, or international law, rule, or regulation

Unauthorized use of the SHCU Site or Services, misuse of passwords, or misuse of any information or material available at or through the SHCU Site or Services is strictly prohibited.

B. Services and Site Availability.

SHCU uses commercially reasonable efforts to make the SHCU Site and Services generally available 7 days a week, 24 hours a day. Sometimes, however, the SHCU Site or Services, in whole or in part, may be unavailable due to system maintenance or circumstances beyond our control. You agree that SHCU will not be liable for any unavailability, interruption, or inoperability of the SHCU Site or Services at any time or for any reason. In order to access your Eligible Accounts in the event the SHCU Site or the Services are not available, you may be able to call (361) 798-4361 or you may visit our branch location.

C. Online Banking.

As part of the Services, you may use the SHCU Site to access your Eligible Accounts to obtain certain financial services and to perform authorized transactions through the SHCU Site (“**Online Banking**”). Notwithstanding the foregoing, to qualify for access to and use of Online Banking, you must be a SHCU member in good standing. You must also enroll in Online Banking. To do so, please contact SHCU to obtain a PIN. You must use your Eligible Account numbers and the PIN for initial enrollment into Online Banking. After your Eligible Account numbers and PIN are validated, you will create a username and password. Usernames may be between 6 and 50 alphanumeric characters. Passwords may be between 8 and 16 alphanumeric characters. Passwords require a minimum of 2 numeric and 2 alpha characters.

You are solely responsible for maintaining the confidentiality of your account numbers, usernames, passwords, and other login identification information (e.g., membership number or PIN), and you agree to comply with any security measures that SHCU may establish. You are responsible for

periodically changing your username and password. You are also responsible for actions taken by anyone using Online Banking, including any fees incurred by such actions, after signing in with your username, password, or any other login identification information and for ensuring that you have signed off from Online Banking when your session is complete to prevent unauthorized access to and use of your Eligible Accounts. You agree that we are entitled to rely and act upon instructions received under your account number, username, password, or other login identification information.

You may access Online Banking at sacredheartcu.com. You may only use Online Banking to access Eligible Accounts which you are authorized to access. You may perform the following transactions on such accounts through Online Banking:

- Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans. Online Banking may NOT support information regarding Mastercard® credit card accounts;
- Make transfers between share/savings, draft/checking, and loan accounts;
- Transfer advances from your personal line-of-credit loan to share accounts;
- Review 200 days of share/savings history, 90 days of draft/checking history, 18 months of certificate history, and 18 months of open-end loan history;
- Make transfers from your share accounts to other share accounts that you share an association with; and
- View check copies and re-order checks.

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six (6) withdrawals or transfers to another SHCU account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking, and internet instruction. No more than three (3) of the six (6) transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH). **If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be subject to a fee, account closure, or suspension or we may revoke your access to Online Banking.**

We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction; **however, we may complete the transaction.** You agree not to use Online Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Online Banking to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately

upon our request. We also will refuse to complete your Online Banking transactions if we have canceled your Online Banking access, or we cannot complete the transaction for security reasons.

Your periodic Eligible Account statements will identify each electronic transaction made on such accounts. You will receive a monthly account statement for each month in which you initiate electronic transactions. In case of errors or questions about electronic transfers, call us at (361) 798-436, e-mail us at ljanak@sacredheartcu.com or send us a written notice to 1206 N. Texana, Hallettsville, Texas 77964. Please direct your correspondence to Attention: Online Banking. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem appears. You must provide us with the following information:

- your phone number,
- first and last name,
- your address,
- your member number,
- your account number,
- a description of the error or the electronic transfer that you are unsure about,
- the dollar amount of the suspected error, and
- a clear explanation of why you believe the transaction was an error or why you need more information regarding the transfer.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will investigate your complaint and will correct any error promptly. Subject to certain exception under applicable law, if we take more than 10 business days (10 calendar days in MA) to do this, we will credit your account for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, it may take us up to 20 business days to credit your account for the amount you think is in error.

We will report the results of our investigation to you within three (3) business days of completing our investigation. If we determine that an error occurred, we will correct the error within one (1) business day after making such determination. If we decide that there was no error, we will provide you with a written explanation of our findings and draft any amounts we previously credited to your account during the course of our investigation in accordance with applicable laws. You may ask for copies of the documents that we used in our investigation.

You will be liable for unauthorized access to accounts via Online Banking to the extent allowed by applicable federal and state law. You must tell us AT ONCE if you believe your member number, or username or password, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority, or a device you use to access the Services has been lost, stolen, or compromised, or if your statement shows transfers that you did not make. To notify us of any suspected fraudulent or other unauthorized activity on your Eligible Accounts, you may telephone us at (361) 798-4361, e-mail us at ljanak@sacredheartcu.com, or mail to 1206 N. Texana, Hallettsville, Texas 77964, Attention: Online Banking. Telephoning is the best way of minimizing your liability. Our business days are Monday-Friday, excluding federal holidays.

If you notify SHCU within two (2) business days after learning of the theft of your account number, username, password or other login identification information or the device you use to access the Online Banking Services, your liability for unauthorized electronic fund transfers involving your applicable Eligible Account(s) shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occurred before notice was given to SHCU. If you do not notify SHCU within two (2) business days after learning of the theft of your account number, username, password or other login identification information, your liability for unauthorized electronic fund transfers involving your applicable Eligible Account(s) shall be the lesser of:

- \$500 or
- the lesser of:
 - \$50 or
 - the amount of any unauthorized transfers that occur during the two (2) business days after learning of the theft of your account number, username, password, or other login identification information plus the amount of unauthorized transfers that occur after the close of the two business days and before notice to SHCU, provided that these transfers would not have occurred had you notified us within the two business day period.

With regard to suspected unauthorized or fraudulent activity on your statement, if you do not tell us within 60 days after the statement was mailed to you, you may not receive any money you lost after that 60-day period and before notice to SHCU if we can prove that we could have stopped someone from taking the money if you had notified us in time. If your account number, username, password or other login identification information or other access device was involved in the incident, you may be liable for the amounts outlined in the preceding paragraphs. If a good reason kept you from telling us, we will extend the time periods. You agree to fully cooperate with our representatives and comply with our requests and procedures during our investigation of fraudulent activity or any other alleged security issue. You further agree to:

- provide true, accurate, current and complete information about yourself as requested;
- not misrepresent your identity or your actions;
- not access or attempt to access any account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

With certain exceptions set forth in these Terms of Use, if we do not properly complete a transaction according to these Terms of Use, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not, however, be liable in the following situations:

- If we have terminated these Terms of Use.
- If through no fault of ours, you do not have enough money in your Eligible Account(s) to make the transfer.
- If your loss is caused by your negligence or another financial institution's negligence.
- A legal order directs us to prohibit withdrawals from the Eligible Account(s).
- The funds in your designated Eligible Account are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control prevent the transaction from being completed.

- You have reported an unauthorized use of your member number, username, or password, reported it as stolen, or requested that we issue a new member number, username, or password, and we have, as a result refused to honor the original member number, username or password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of the Online Banking is not working properly and we provided notice to you, or you knew about the problem, when you started the transactions.
- If SHCU acted in a commercially reasonable manner and exercised ordinary care. You agree that we exercise ordinary care if our actions or omissions are consistent with applicable state law, Federal Reserve regulations, and operating letters, clearing house rules, and general financial institution practices followed in the areas we serve.

You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of any applicable agreements, including these Terms of Use. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

You further agree that we will not be obligated to honor, in whole or in part, any online transaction or instruction that:

- is not in accordance with these Terms of Use or any other agreement that applies to your Eligible Accounts;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe necessary;
- we have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices, including without limitation, unavailability of sufficient funds in your Eligible Account; or
- we have other reasonable cause not to honor for our, third parties', or your protection.

You may not use Online Banking to enter into pre-authorized payment arrangements, e.g., payments from one financial institution to another.

Currently there is no monthly service fee for using Online Banking; however, we may implement a fee as required by applicable federal and/or state regulations and in such case, we will notify you in accordance with applicable laws. If at that time you choose to discontinue using Online Banking, you must notify us in writing.

The functions and limitations of Online Banking may be updated, without notice to the extent allowable under applicable law, at the option of the SHCU in order to provide improved service to the membership.

D. Bill Pay.

As part of Online Banking offered through the SHCU Site, SHCU offers online bill pay services, an optional service which lets you schedule payment of your current, future and automatic (recurring) bills online (“**Bill Pay**”). While there are no monthly service fees for Bill Pay, you must enroll in Bill Pay, and you must designate a checking account that is an Eligible Account to serve as the account from which you will schedule payments (“**Bill Pay Account**”). Bill Pay payments may not be made from a money market account or a savings deposit account because federal regulations require us to limit the number and types of transfers that may be made from these types of accounts. Your Bill Pay Account must be in good standing with us in accordance with our criteria. You agree that you will only use Bill Pay to pay bills and invoices, and not for any other purpose. Bill Pay may only be used by individuals and sole proprietors; other types of legal entities (partnerships, corporations, and LLCs) may not use Bill Pay. You may have to visit your provider’s site directly to see bill detail information. Please note that the payment limit for any individual bill payment is \$5,000.00 per day. You may pay any payee approved by us in the continental United States, Alaska and Hawaii, and the following United States Territories: Guam, Puerto Rico and the Virgin Islands. Payments to a person or business with an APO or FPO address will be made via paper check. If you give us the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some cases, we may submit payments to the best-known payee name or address. Bill Pay payments sent via paper check are not subject to the dual signature requirements. Bill payments sent via paper check with varying payee names may be combined in one envelope if those payments have the same mailing address, and the payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g. Suite, Room, Floor, Dept., Building, or Unit. If we need to, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing and e-bill activation. Please note, however, that ultimately we are not responsible if a payment cannot be made due to incomplete, incorrect, or outdated payee information.

You agree to have available and collected funds on deposit in your Bill Pay Account in amounts sufficient to pay for all Bill Pay payments requested, as well as any other payment obligations you have to us. If we receive a bill payment drawn against your Bill Pay Account and there are insufficient available funds to cover the payment in that account, we may at our sole discretion take the following actions without liability to you:

- cover the payment by transferring available credit or funds from an account you have linked for overdraft protection, or
- pay the bill payment and create an overdraft on your account, or
- decline or reverse the Bill Pay payment.

Bill Pay may not be used to transfer or deposit funds to another financial institution with the intent to deposit funds into a checking, savings, brokerage or other deposit type of account. Bill Pay may not be used for tax payments to the Internal Revenue Service or any state, local, or other government agency. Bill Pay may not be used to make court-ordered payments of child support or alimony.

Bill Pay is intended for your use only. Trying to use Bill Pay to process payments on behalf of someone other than the owner of the Bill Pay Account is prohibited and will be grounds for termination of Bill Pay and your access to the Services. We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. These third-party processors must adhere to our security and privacy-protection standards. Paper checks processed by non-affiliated third parties may show that they were drawn on the third-party processor, rather than on SHCU. We do not have any duty to monitor payments made through Bill Pay. If you allow someone else to access your Bill Pay Account to pay bills that are not yours, you assume the entire risk of loss. If your Bill Pay Account closes or is restricted for any reason, we will cancel all pending payments though Bill Pay associated with the account. Thereafter, it will be your sole responsibility to make all pending and future payments. You may seek to stop or change any scheduled bill payment, but you must do so by calling (361) 798-4361 by 1:00 pm Central Time on the business day the Bill Pay payment is scheduled for payment. After 1:00 pm Central Time, bill payments that are already in process cannot be cancelled or stopped.

You may use the Bill Pay to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same payee. Recurring payments may be scheduled for up to ten (10) years. Non-recurring payments are a single, one-time payment to a specified payee. Non-recurring payments may be scheduled to be initiated up to eighteen (18) months in advance. When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the date your payment starts processing and the date the payee receives that payment. Bill Pay payments are processed Monday through Friday at 1:00 pm Central Time, except on federal holidays and weekends. If you attempt to schedule a payment on a weekend or federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an auto recurring payment. The payment method may be electronic or by check. The first Bill Pay payment to a payee must be scheduled at least five (5) business days prior to the due date for each bill payment to allow adequate time for the payment to reach the Payee. The due date is the date the payee has set for payment, and should not be adjusted for any grace period or late date accommodations the payee may provide. Once our Bill Pay system has been notified whether a payee accepts electronic payments or requires a paper check after making the first Bill Pay payment to that payee, the Bill Pay system will display a message indicating that the payee requires either a two (2) day

lead time for an electronic payment or a five (5) day lead time if a paper check sent by regular mail is required. If you fail to schedule your Bill Pay payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any Bill Pay payment is made, fails to properly transmit the payment to the intended payee. Furthermore, due to factors beyond our control such as the U.S. Mail and payment processing at the payee, it is not guaranteed that a Bill Pay payment will post on the fifth business day (or second, if issued electronically).

If all Bill Pay guidelines were followed and a payment is still posted late to your account with a payee resulting in a late fee, at our discretion, we will make an attempt to have the payee waive the late fees. If the payee is unwilling to waive late fees, up to \$50 in late fees assessed by the payee may be covered by us. If the payee is not willing to discuss late fees or status of the account with us, you will be notified and advised that the payee requires your authorization before further discussions can occur between us and the payee.

Bill Pay payments sent by check will show the payer of the check as the “Name on Bill” you have provided for that payee record. For scheduling purposes, you should count the first business day after you submitted your bill payment through Bill Pay as business day one. If a paper check is sent and the check is not presented for payment within 90 days, we will stop payment on the check and credit the check amount back to your Bill Pay Account. To avoid sending duplicate Bill Pay payments, if you schedule more than one payment to the same payee for the same amount on the same date, only one payment will be sent. We are not responsible for any charges or fees imposed (including finance charges and late fees), or any other action, taken by a payee resulting from a payment that you did not schedule properly. Also, we will not be liable if:

- any other party that is meant to make a payment fails to properly transmit the payment to the intended payee.
- your Bill Pay Account and/or overdraft protection plan lacks sufficient funds or credit.
- a legal order directs us to prohibit withdrawals from the Bill Pay Account.
- The Bill Pay Account is closed or frozen.
- Any part of the electronic funds transfer system network, the SHCU Site or Bill Pay Services is not working properly.

You are solely responsible for controlling the safekeeping of and access to your Bill Pay information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your logon password. In the event that you have experienced unauthorized access to Bill Pay, you must notify us of the unauthorized access, identify any payments made or potential payments scheduled in accordance with the fraudulent activity requirements in Section 7(C), and change your logon information.

You will be responsible for any Bill Pay payment request you make that contains an error or is a duplicate of another payment. We are not responsible for a Bill Pay payment that is not made if you did not properly follow the instructions for making the payment. We are not liable for any failure to make a Bill Pay payment if you fail to promptly notify us after you learn that you have not received credit from a payee for a payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

We reserve the right to terminate your use of Bill Pay at any time without prior notice to you. If you do not access or use Bill Pay for a period of more than sixty (60) days, we may in our sole discretion, terminate your access to and use of Bill Pay without notice to you. If you choose to reactivate your account after it has been deactivated, we may charge a fee of \$15.00 to reactivate it. If you use or we suspect you have used Bill Pay for illegal, fraudulent or unauthorized purposes, we will unilaterally terminate all or any part of your use of and access to the Bill Pay element of the Services without further notice to you. If we terminate your use of Bill Pay for any reason, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility. If, for any reason, you should want to terminate your use of our Bill Pay, we recommend that you cancel all future bill payments and transfers at the same time you terminate the Services, either by deleting the payments yourself or by contacting the SHCU. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Bill Pay payments made by us on your behalf through Bill Pay.

E. Third-Party Materials.

The SHCU Site may contain links to websites, software, products, content or services controlled or offered by third parties (“**Third-Party Materials**”). You are responsible for obtaining the right to access and use any such Third-Party Materials directly from the third-party providers of such materials. SHCU does not edit, review, or endorse any Third-Party Materials. SHCU hereby disclaims all liability for any Third-Party Materials. You acknowledge and agree that any and all Third-Party Materials are linked to the SHCU Site “as is” and “as available”. Without limiting the foregoing, you acknowledge and agree that SHCU makes no warranties and has no liability for:

- the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through or by Third-Party Materials;
- the availability, and any errors or omissions in the delivery or transmission, of Third-Party Materials;
- unauthorized access to your Eligible Accounts or other personal information and any misappropriation or alteration of such information as a result of your use of any Third-Party Materials;

- any damage to your computer or other equipment or devices and loss or corruption of any data that might occur as a result of your use of Third-Party Materials; or
- the Third-Party Materials' fitness for any particular purpose and non-infringement of any third-party rights.

In the event you choose to access or use links to Third-Party Materials, you agree to read and adhere to the policies and terms of use applicable to those materials. In addition, any advice, opinions, services, products, or recommendations provided by the linked site or service providers are those of the providers and not of SHCU. Your participation in any linked site or use of any Third-Party Materials, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site or service provider.

F. Disclaimers and Limitations on SHCU's Liability

All information appearing on or through the SHCU Site or Services, including information related to your Eligible Accounts, is provided for your convenience only. **TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SHCU SITE AND THE SERVICES ARE OFFERED BY SHCU ON AN "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

YOU ACKNOWLEDGE THAT NEITHER SHCU NOR ANY OF ITS EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR LICENSORS WARRANT THAT THE SERVICES OR SHCU SITE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT DEFECTS WILL BE CORRECTED; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SHCU SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION, SERVICE, OR PRODUCT PROVIDED THROUGH THE SERVICES OR SHCU SITE. SHCU DOES NOT ENDORSE THIRD-PARTY MATERIALS AVAILABLE THROUGH LINKED SITES OR PURCHASED VIA LINKED SITES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SHCU BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SHCU SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SHCU BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF ACCESS TO OR USE OF (OR INABILITY TO USE) THE SERVICES, THE SHCU SITE, OR ANY INTERNET BROWSER SOFTWARE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR WHETHER SHCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

G. Your Indemnification Duty to SHCU.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHCU AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, RELATING TO, OR RESULTING FROM YOUR VIOLATION OF THESE TERMS OF USE OR ANY THIRD PARTY'S RIGHTS OR YOUR USE OR MISUSE OF THE SERVICES OR THE SHCU SITE, INCLUDING ANY USES, VIOLATION OR MISUSES CONDUCTED UNDER YOUR USERNAME, PASSWORD, OR OTHER LOGIN IDENTIFICATION INFORMATION.

The phrase “**indemnify and hold harmless**” means to agree to assume responsibility for damages, liabilities, judgments, liens, fees, fines, penalties, costs, losses, and expenses related to indemnity claims against SHCU and its respective directors, officers, employees, agents, licensors, service providers, successors, and assigns and to discharge them from indemnity claims, thereby relieving them of responsibility for such claims asserted against them.

You will not settle any action or claims on our behalf without our prior written consent. We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses.

H. Feedback.

You agree that any and all suggestions, comments, and feedback that you submit to SHCU (“**Feedback**”) shall be deemed to be non-confidential, except as otherwise specifically agreed to by SHCU in writing or required by law. SHCU shall also be free to use any Feedback you provide without any restriction of any kind and without any compensation, acknowledgement, or notice to you. Such Feedback may include ideas for new or improved products or services, concepts, know-how, techniques, etc.

I. Intellectual Property Rights.

All trademarks, service marks, trade names, trade dress and related intellectual property rights used by SHCU on the SHCU Site or in connection with the Services are proprietary to SHCU or our licensors. You may not use, reproduce or display any these trademarks except upon SHCU's prior written consent.

Other than your personal Eligible Account information, the SHCU Site and its entire contents, features, and functionality are owned, controlled, or licensed by SHCU, and are protected by applicable copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly provided in these Terms of Use, you may not copy, display, distribute, transmit, transfer, link to, reproduce, license, frame, alter, create derivative works of, reverse engineer, or republish all or any

portion of the SHCU Site or Services without SHCU's prior written consent. You may, however, view information available on the SHCU Site for your informational purposes. You acknowledge and agree that you do not acquire any ownership rights of any kind by accessing or using information or materials from the SHCU Site or Services.

J. Modification of SHCU Site and Services.

We reserve the right to modify or terminate the SHCU Site or Services, including Bill Pay and Online Banking, or to terminate your access to the SHCU Site or Services, in whole or in part, at any time with or without notice to you. If you would like to remove online access to an Eligible Account, please contact us at ljanak@sacredheartcu.com or (361) 798-4361. No termination of the SHCU Site or Services or termination of your access to the SHCU Site or Services, in whole or in part, will affect your obligations to SHCU under these Terms of Use.

K. Other Agreements.

Your use of the SHCU Site or Services may also be affected by terms or instructions appearing on the computer or device screen when accessing or using the SHCU Site or Services and other agreements between you and SHCU, including without limitation, electronic communications and notices, Electronic Funds Transfers Agreement and Disclosure, ACH debits/credits, debit and credit cards, loans, e-signatures, and overdraft protection. These Terms of Use do not change the agreements you may already have with SHCU. You should review those other agreements for any applicable fees and for terms associated with your use of any applicable SHCU product and/or service. In the event of a conflict between these Terms of Use and any other agreement between you and SHCU, the other agreement will control with respect to the applicable product or service to the extent necessary to resolve the conflict.

L. Miscellaneous Terms

We may freely assign our interest in these Terms of Use. We may also assign or delegate certain of our rights and responsibilities under these Terms of Use. However, you may not assign, delegate, or transfer your rights or responsibilities under these Terms of Use. SHCU's failure to act with respect to a violation of these Terms of Use by you or others does not waive SHCU's right to act with respect to subsequent or similar violations.

You acknowledge and agree that we may change any term of these Terms of Use at any time. If the change will result in increased fees for any Services, increased liability to you, fewer types of available electronic fund transfers, stricter limitations on the frequency or dollar amounts of transfers, we will give you notice of such change at least 30 days before the effective date of such change, unless any immediate change is necessary for legal or security reasons. We will send any required notice of a change of these Terms of Use via US Mail. In the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable

term or provision shall be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision.

All notices from us to you will be effective when we have mailed or otherwise transmitted them to you. Notices from you to us will be effective once we receive them.

Any claim relating to the Privacy Policy and/or Terms of Use or the SHCU Site or Services, shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. Venue in any action to enforce these Terms of Use or for breach of these Terms of Use shall be exclusively in Lavaca County, Texas. This paragraph is subject to Section 7(M) below.

M. Agreement to Arbitrate

If a dispute arises between you and SHCU our goal is to learn about and address your concerns. Disputes between you and SHCU regarding the SHCU Site or Services may be reported to customer service online by calling (361) 798-4361 from Mon-Thurs 8:00 am to 3:00 pm or Friday 8:00 am to 6:00 pm CT. If you and SHCU cannot amicably resolve the dispute, then you and SHCU agree that any claim or dispute at law or equity that has arisen or may arise between you and SHCU will be resolved in accordance with this Agreement to Arbitrate. Please read this information carefully. Among other things, this Agreement to Arbitrate:

- affects your rights and will impact how claims you and SHCU have against each other are resolved; and
- includes a prohibition of class and representative actions and non-individualized relief pursuant to which you agree to waive your right to participate in a class action lawsuit against us.

Arbitration is a method of deciding disputes outside the court system. You and SHCU agree to arbitration instead of litigation to resolve all claims and disputes not specifically excluded from arbitration in this Agreement to Arbitrate. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies between you and us arising from or relating in any way to the SHCU Site, Services, Privacy Policy, and Terms of Use and the validity of this clause, shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years of experience or a retired judge. If for any reason you and SHCU do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association (“AAA”). This Agreement to Arbitrate is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”) at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your access to and use of the SHCU Site and Services shall involve interstate commerce. If any dispute between you and SHCU does not involve interstate commerce, such dispute shall be governed by the Texas Arbitration Act (“TAA”), as amended from time to time, in which case all references to the FAA herein shall be to said TAA.

You and SHCU agree and understand that the arbitrator shall have all power provided by the law and this Agreement to Arbitrate to make and enter findings of fact and determination of judgment based on the Agreement to Arbitrate, Terms of Use, Privacy Policy, and applicable laws. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms the Agreement to Arbitrate, Terms of Use, or Privacy Policy. The arbitrator shall be bound by the facts and evidence submitted to him/her. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the AAA, and the arbitrator will not apply federal or state procedural and evidentiary rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either federal or Texas law, except for any specific appeal right regarding a judgment under the FAA . For such a judgment, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Agreement to Arbitrate will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

YOU AND SHCU AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SHCU AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SHCU CUSTOMERS.

YOU AND SHCU AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT TO ARBITRATE.

If you cannot afford to pay the fees charged by the arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the arbitrator or panel. We will pay any fees or costs specifically required by applicable law. However, you agree that you must bear the expense of your own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between you and SHCU, except in the event of any inconsistency between this Agreement to Arbitrate and the rules of the AAA, in which case this Agreement to Arbitrate will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the SHCU. The AAA and other legal assistance services may be able to refer you to legal

assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

8. Changes to Our Privacy Policy and Terms of Use

We may update our Privacy Policy and Terms of Use from time to time. If we make material changes to how we treat our users' personal information, we will post the new policy/terms on this page with a notice that the policy/terms have been updated and endeavor to notify you by email to the email address provided if you subscribed to receive marketing communications. The date the Privacy Policy and Terms of Use were last revised is identified at the top of the page. You are responsible for periodically visiting this page to check for any updates.

9. Children Under the Age of 13

The SHCU Site is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at ljanak@sacredheartcu.com.

10. Contact Information

To ask questions or comment about this Privacy Policy and Terms of Use, contact us at: ljanak@sacredheartcu.com or via our number: (361) 798-4361.

Supplemental Privacy Notice for California Residents

Effective Date: February 18, 2020

This Supplemental Privacy Notice for California Residents supplements the information contained in this Privacy Policy and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this Notice.

1. Information We Collect

We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("**personal information**"). Personal information does not include: (i) publicly available information from government records; or (ii) de-identified or aggregated consumer information.

In particular, we may have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	NO

G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

We obtain the categories of personal information listed as collected above from the following categories of sources: (i) Directly from you (for example, from forms you complete or products and services you purchase); and (ii) Indirectly from you (for example, from use of cookies and web beacons on our website).

2. Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to enroll in a service or to purchase a product, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate future transactions with you.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience.

- To help maintain the safety, security, and integrity of the SHCU Site, products and services, databases and other technology assets, and our business.
- For testing, research, analysis, and product development, including to develop and improve the SHCU Site, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our consumers is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

3. **Sharing Personal Information**

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties: Service providers.

4. **Disclosures of Personal Information for a Business Purpose**

In the preceding twelve (12) months, Company has only disclosed personal information, specifically Category A: Identifiers and Category B: Personal information categories listed in the California Customer Records statute, for a business purpose.

We disclose your personal information for a business purpose to the following categories of third parties: Service providers.

5. **Sales of Personal Information.** In the preceding twelve (12) months, Company has not sold personal information.

6. Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request (see ***Exercising Access, Data Portability, and Deletion***), we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see ***Exercising Access, Data Portability, and Deletion***), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our

ongoing business relationship with you, fulfill the terms of obligation conducted in accordance with federal law, or otherwise perform our contract with you.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

7. Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

Calling us at 361-798-4361.

Emailing us at ljanak@sacredheartcu.com.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

For instructions on exercising sale opt-out rights, see **Personal Information Sales Opt-Out and Opt-In**.

8. **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

9. **Personal Information Sales Opt-Out and Opt-In Rights**

We do not sell your personal information. If that changes, we will provide you with additional information.

10. **Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time. We do not currently provide financial incentives.

11. **Other California Privacy Rights**

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. We do not disclose your personal to third parties for the direct marketing purposes.

12. **Changes to Our Privacy Notice**

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the SHCU Site and update the notice's effective date. **Your continued use of our website following the posting of changes constitutes your acceptance of such changes.**

13. **Enforcement Rights.** The Attorney General of the State of California may enforce these rights. You also have a private right of action should breach occur. For more information on your enforcement rights visit: <https://oag.ca.gov/privacy/ccpa>

14. **Contact Information**

If you have any questions or comments about this notice, the ways in which we collect and use your information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: 361-798-4361 or **Email:** ljanak@sacredheartcu.com