

Summit Federal Credit Union Text Banking Privacy Policy

Adopted: February 2015

The SFCU Text Banking application and the associated SFCU Text Banking website available at www.summitfcu.com ("SFCU Text Banking") are owned and operated by Summit Federal Credit Union ("us" "we" or "our"). This SFCU Text Banking privacy policy (the "Privacy Policy") is intended to inform you of our policies and practices regarding the collection, use, and disclosure of any information you submit to us through SFCU Text Banking. This includes "Personal Information," which is information about you that is personally identifiable such as your name, e-mail address, user ID number, and other non-public information associated with the foregoing, as well as "Anonymous Information," which is information that is not associated with or linked to your Personal Information and does not permit the identification of individual persons.

User Consent

By accessing or otherwise using SFCU Text Banking, you agree to the terms and conditions of this Privacy Policy and the associated Terms of Service <http://www.summitfcu.com/disclosures/SFCUTextBankingPrivacyPolicy.pdf>. You expressly consent to the processing of your Personal Information and Anonymous Information according to this Privacy Policy. Your Personal Information may be processed by us in the country where it was collected as well as other countries (including the United States) where laws regarding processing of Personal Information may be less stringent than the laws in your country.

Regarding Children

Children under the age of 13 are not permitted to use SFCU Text Banking, and we do not intentionally collect or maintain Personal Information from those who are under 13 years old. Protecting the privacy of children is very important to us. Thus, if we obtain actual knowledge that a user is under 13, we will take steps to remove that user's Personal Information from our databases. We recommend that children between the ages of 13 and 18 obtain their parents' permission before submitting information over the internet. By using SFCU Text Banking, you are representing that you are at least 18 years old, or that you are at least 13 years old and have your parents' permission to use SFCU Text Banking.

Collection and Use of Personal Information

In general, we collect Personal Information that you submit to us voluntarily through SFCU Text Banking. We also collect information that you submit in the process of creating or editing your account and user profile on SFCU Text Banking. For example, our registration and login process requires you to provide us with your name, valid email address, and password of your choice. When you personalize your profile and use the

features of SFCU Text Banking, we will collect any information you voluntarily provide, and we may also request optional information to support your use of SFCU Text Banking, such as your year of birth, gender, and other demographic information. We collect information in the form of the content that you submit during your use of SFCU Text Banking, such as photos, comments, ratings, and other information you choose to submit.

Collection and Use of Personal Information from Other Sources

We may receive Personal Information about you from other sources with which you have registered, companies we have partnered with (collectively, "Partners"), or other third parties. We may associate this information with the other Personal Information we have collected about you.

Information Collected Via Technology

As you use SFCU Text Banking, certain information may also be passively collected and stored on our or our service providers' server logs, including your Internet protocol address, browser type, and operating system. We also use Cookies and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the solutions and information for which you searched and viewed, or from the advertisements displayed on SFCU Text Banking on which you clicked. This type of information is collected to make SFCU Text Banking and solutions more useful to you and to tailor the experience with SFCU Text Banking to meet your special interests and needs.

An "Internet Protocol Address" or "IP Address" is a number that is automatically assigned to your computer when you use the Internet. In some cases, your IP Address stays the same from browser session to browser session; but if you use a consumer internet access provider, your IP Address probably varies from session to session. For example, we, or our service providers, may track your IP Address when you access SFCU Text Banking to assist with ad targeting.

"Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience with SFCU Text Banking. Persistent Cookies can be removed by following your Internet browser help file directions. In order to use our services offered through SFCU Text Banking, your web browser must accept Cookies. If you choose to disable Cookies, some aspects of SFCU Text Banking may not work properly, and you will not be able to receive our services.

Use and Disclosure of Information

Except as otherwise stated in this Privacy Policy, we do not generally sell, trade, rent, or share the Personal Information that we collect with third parties, unless you ask or authorize us to do so.

We may provide your Personal Information to third-party service providers who work on behalf of or with us to provide some of the services and features of SFCU Text Banking and to help us communicate with you. Examples of such services include sending email, analyzing data, providing marketing assistance, processing payments (including credit card payments), and providing customer service. We require our third-party service providers to promise not to use such information except as necessary to provide the relevant services to us. We may share some or all of your Personal Information with our third-party partners, those with whom we have a co-branding or promotional relationship, or other third-parties about whom you are otherwise notified and do not request to opt out of such sharing. This Privacy Policy does not cover the use of your personally identifiable information by such third-parties. We do not maintain responsibility for the manner in which third parties, including, without limitation, social networks, other partners, and advertisers, use or further disclose Personal Information collected from you in accordance with this Privacy Policy, after we have disclosed such information to those third parties. If you do not want us to use or disclose Personal Information collected about you in the manners identified in this Privacy Policy, you may not use SFCU Text Banking.

Although we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control, we may in the future, and we may share some or all of your Personal Information with these companies, in which case we will require them to honor this Privacy Policy.

In the event we go through a business transition such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Information may be among the assets transferred. You acknowledge that such transfers may occur and are permitted by this Privacy Policy, and that any acquirer of ours or that acquirer's assets may continue to process your Personal Information as set forth in this Privacy Policy.

We may disclose your Personal Information if we believe in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on us; or (b) to protect and defend our rights or property, you, or third parties. You hereby consent to us sharing your Personal Information under the circumstances described herein.

The Ability of Others to View Your Information

Helping you to protect your information is a vital part of our mission. It is up to you to make sure you are comfortable with the information you choose to provide us and the information you choose to publish. We will not have any obligations with respect to any information that you post to parts of SFCU Text Banking which are available to others, and recommend that you use caution when giving out Personal Information to others in public forums online or otherwise. We also share the information you publish with other third parties.

Third Party Sites and Advertising

SFCU Text Banking may contain links to other websites. Please be aware that we are not responsible for the privacy practices or the content of such other websites. We encourage our users to read the privacy statements of each and every website they visit. This SFCU Text Banking Privacy Policy applies solely to information collected by us through SFCU Text Banking and does not apply to these third-party websites. The ability to access information of third-parties from SFCU Text Banking, or links to other websites or locations, is for your convenience and does not signify our endorsement of such third-parties, their products, their services, other websites, locations, or their content.

Your Choices Regarding Your Personal Information

We offer you choices regarding the collection, use, and sharing of your Personal Information. When you receive promotional communications from us, you may indicate a preference to stop receiving further promotional communications from us and you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the promotional e-mail you receive or by contacting us directly (please see contact information below).

Despite your indicated email preferences, we may send you administrative emails regarding SFCU Text Banking, including, for example, administrative confirmations, and notices of updates to our Privacy Policy if we choose to provide such notices to you in this manner.

You may change any of your profile information by editing it in the profile settings page. You may request deletion of your Personal Information by contacting us at postmaster@summitfcu.com, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request, only after we have fulfilled such requirements). When we delete Personal Information, it will be deleted from the active database, but may remain in our archives.

Feedback

If you provide feedback to us, we may use and disclose such feedback for any purpose, provided we do not associate such feedback with your Personal Information. We will collect any information contained in such feedback and will treat the Personal Information in it in accordance with this Privacy Policy. You agree that any such comments and any email we receive becomes our property. We may use feedback for marketing purposes or to add to or modify our services without paying any royalties or other compensation to you.

Security

We are committed to protecting the security of your Personal Information. We use a variety of industry-standard security technologies and procedures to help protect your

Personal Information from unauthorized access, use, or disclosure. Even though we have taken significant steps to protect your Personal Information, no company, including us, can fully eliminate security risks associated with Personal Information.

Contact and Revisions

If you have questions or concerns about our Privacy Policy, please contact us at: postmaster@summitfcu.com This Privacy Policy is subject to occasional revision at our discretion, and if we make any substantial changes in the way we use your Personal Information, we will post an alert on this page. If you object to any such changes, you must cease using SFCU Text Banking. Continued use of SFCU Text Banking following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.