

## PRIVACY POLICY/YOUR PRIVACY RIGHTS

Department of Commerce Federal Credit Union (“DOCFCU” or “us” or “we” or “our”) owns and operates the DOCFCU.ORG site (“Site”) and the DOCFCU Mobile Banking and DOCFCU Mobile Account & Loan mobile applications (collectively, the “Apps”). DOCFCU is committed to protecting your privacy when you visit and interact with the Site and/or Apps. As such, DOCFCU’s privacy practices are explained in this Privacy Policy (“Policy”).

DOCFCU is a non-profit financial institution dedicated to providing high quality services while maintaining its integrity as an organization. Due to the nature of our business, we routinely retain personal information about our members. However, we highly value your right to privacy and we make all reasonable and prudent efforts to safeguard this information. We maintain all information in confidence.

This Policy contains details about how DOCFCU collects, handles, uses and shares information from you when you use the Site and/or Apps.

This Policy covers only the Site and Apps identified above, and does not apply to information which you may send us by other means. Other DOCFCU sites and other online locations may have their own privacy policies, and you should consult those accordingly.

Standard data and other fees may be charged by your mobile phone carrier when using the Apps, so please be aware of them.

This Policy is effective as of: December 6, 2017.

### **Policy Changes**

DOCFCU may update this Policy from time to time. Any changes to this Policy will be posted below for a period of thirty (30) days and will be effective when posted. The changes will also be immediately incorporated into this Policy.

Your continued use of the Site and/or Apps after any changes are made to this Policy constitutes your acceptance of the changes. If any of the changes are unacceptable to you, you should stop using the Site and/or Apps.

If any changes to this Policy affect how DOCFCU treats or handles personally identifiable information that you have already provided to DOCFCU or that has otherwise been collected by DOCFCU, DOCFCU will notify you by email (if DOCFCU has a valid email address to use) and give you thirty (30) days to opt-in to the changes as they pertain to your information. If you do not opt-in, your information will continue to be used in a manner that is consistent with the version of this Policy under which it was collected, or the information will be deleted.

### **Collection and Use of Information**

You can generally visit the Site without revealing any personally identifiable information about yourself. Personally identifiable information (“PII”) is generally defined as information that may be able to identify you or that may be used to get access to your account including, but not limited to, name or initials, home or other physical address, telephone number, email address or other online contact information, username and password, IP address, birthday, financial and banking information, credit/debit card number, photograph, age, family information (e.g., number and/or age of children), office address and other business or employment information, state and/or federal identification numbers (e.g., driver’s license number; social security number; passport number), etc.

There are areas on the Site and Apps where you may be asked to provide DOCFCU with PII, or where such PII or other information may be collected from you in an automated manner. For example, PII and other related information such as name, mailing or other physical address(es), financial and banking information, email address, IP addresses and other computer information, telephone/mobile number, credit/debit card number or other payment information, birthday/age, gender, geo-location, username and password, company or agency name, social security number, assets and income, information on your transactions with us (or our affiliates or others), account balances, payment history, parties to transactions, credit card usage, credit history and credit scores, driver’s license, and/or office address and other business information may be collected from you when you:

- create a username and password (or security question and answer);
- fill out an application to become a member of DOCFCU;
- open an account or deposit money;
- pay your bills or apply for a loan;
- use your credit or debit card;
- set up and access an online banking account;
- use the calculator functions on the Site and/or Apps to assess your credit/financial status and goals;
- search for the DOCFCU branch closest to you;
- apply to open a share certificate;
- download, complete and submit forms or applications from our “Member Forms” page;
- download the Apps;
- sign up to join a DOCFCU mailing list; and/or
- contact DOCFCU with questions or comments.

DOCFCU collects private computer and mobile device IP addresses from users as a security precaution. If someone attempts to access your online account from an IP address we do not recognize, that triggers an additional security protocol in order to gain access to the applicable online account.

For the Apps, you can opt-in to grant DOCFCU permission to access and use your mobile device’s biometric fingerprint data to access your online account. This is a security feature so that your online account will only open if the biometric fingerprint data saved on your mobile device matches the fingerprint used to open your online account through the Apps. DOCFCU does not collect or retain your biometric fingerprint data.

DOCFCU may use your PII and other information to:

- process your application to become a member of DOCFCU;

- process the opening of an account or a deposit of money;
- process your payment of your bills or your application for a loan;
- process, and/or keep records related to, your use of your credit or debit card;
- process your member/user account registration and administer your member/user account;
- maintain proper financial records, business records and other relevant records;
- administer online banking and deliver other services provided through the Site and/or Apps;
- verify you are accessing your online account through your private computer or mobile device;
- offer an estimate of your credit/financial status and planning strategies;
- process applications and other completed forms that you send to DOCFCU;
- find the DOCFCU branch closest to you;
- provide ongoing technical support related to your member/user account;
- contact you if there are issues with your account or your use of our online banking services;
- allow you access to your online account if you are not accessing such account from your private computer or mobile device;
- respond to questions or comments;
- add you to DOCFCU's mailing lists;
- properly install the Apps on your mobile devices;
- send you updates regarding DOCFCU's services;
- communicate with you regarding additional uses of your PII beyond the scope of this list/Policy;
- improve the content and general administration of the Site and Apps;
- perform internal operations related to the Site and Apps (e.g., fraud prevention);
- troubleshoot software issues and operational problems with the Site and Apps;
- conduct data analysis and testing; and/or
- monitor usage of the Site and Apps.

The Site may use cookies. Cookies are files that are transmitted to your computer when you visit the Site. Cookies allow DOCFCU to recognize your browser when you subsequently return to the Site. Cookies may also collect your user preferences when you visit the Site. DOCFCU does not use cookies to collect PII.

DOCFCU uses cookies because the Internet is a state-less machine. This means that once a member/user makes a request and a response is sent back, all communication is severed. The server has no idea or concept of what the member/user is doing when it severs the communication. For online banking, knowing what state the member/user is in is very important. One of the ways to know what state a member/user is in is to leave "cookies" with a member/user when a request is made. These cookies can in turn be queried by the server on subsequent requests.

For online banking, DOCFCU stores some vital information in the cookies that we leave behind; however, without the cookies present, home banking will not work. Users of the newer versions of most browsers have the ability to see what cookies are left behind, and the ability to disallow cookies. All cookies must be enabled in order for DOCFCU to secure the transaction between you and the home banking server. If you disable these cookies, our software will not work.

Except as otherwise noted in this Policy, no other third parties can directly collect or get direct access to PII or other information through the Site or Apps.

As previously referenced, DOCFCU does collect IP addresses from the devices you use to access your online account. If you would like to opt-out of this type of collection, please contact us at [service@docfcu.org](mailto:service@docfcu.org). You may not be able to use our online banking options if you opt-out of this type of collection.

We may also receive PII and other information from consumer reporting agencies, credit bureaus, affiliates, and/or other companies. This may include information such as your creditworthiness and credit history.

By providing to DOCFCU the PII and other information referenced above, you agree that DOCFCU may use the PII and other information in accordance with the terms of this Policy.

### **Sharing of PII and Other Information**

Except as noted herein and elsewhere, DOCFCU does not sell, rent, share or otherwise disclose mailing lists or other PII either for commercial or other purposes with any person or entity outside of DOCFCU.

An exception to this rule is our participation with credit reporting agencies. We regularly supply these agencies with information about the paying habits of individual members to facilitate the making of member loans, one of our primary functions. The information that we provide to these credit reporting agencies is protected by federal law and its use is strictly governed by the Fair Credit Reporting Act.

DOCFCU may share PII such as your social security number and income, payment history and account balances, credit history and credit scores with non-affiliates such as data processors and system providers, legal authorities (e.g., courts) in response to court orders and other legal requests, marketing companies and processors, insurance companies and processors, credit bureaus, and financial services providers. This sharing is done to assist us with everyday business purposes such as to process or complete your transactions, maintain your account(s), respond to court orders and legal investigators, report to credit bureaus, and/or market and offer our products and services to you such as data processing, check clearing, loan processing, mortgage insurance, vehicle insurance, loan insurance, financial services and/or online bill paying.

If you are applying for membership through affiliation with the Maryland American Consumer Council ("MCC") ([www.marylandconsumercouncil.org](http://www.marylandconsumercouncil.org)), DOCFCU will share some of the PII you supply in your membership application with the MCC as required by law. DOCFCU will share your name, address, phone number, and email address (if you opt-in to receive communications from the MCC). The MCC will never mail anything to you. The MCC will only communicate with you via email on a quarterly basis if you opt-in to receive such emails.

DOCFCU does not share PII with anyone, including affiliates and related companies, for direct marketing purposes.

When you apply for a loan, you may opt-in to allow DOCFCU to share some of your PII such as name and address with car and mortgage insurance companies if you are interested in those applicable products or services. You may opt-out of this sharing by opting out at the time you apply for the loan or account.

When you apply for a loan, you may opt-in to allow DOCFCU to share some of your PII such as name, mailing address and e-mail address with SiriusXM in order to activate radios in properly equipped vehicles. SiriusXM may then contact you with programming and subscription options. You may opt-out of this sharing by opting out when you apply for a vehicle loan. Additional information on this program can be found at <https://www.docfcu.org/assets/files/pm4AYFlf/r/DOCFCU+Privacy+Policy++%28120617%29+%28M1713003xA35AF%29.pdf>.

DOCFCU may share certain portions of PII and other information with its vendors in order to make the Site, Apps and goods and services related to the Site/Apps function properly, or to perform other normal business activity. This may include sharing names and mailing addresses with shipping vendors in order to ship items to you.

DOCFCU will disclose your PII or other information if it reasonably believes it is required to do so by law or in cooperation with a governmental or law enforcement investigation. DOCFCU may also share PII or other information in order to avoid imminent physical harm to any person or harm to any DOCFCU property.

DOCFCU may share your PII with a third party if DOCFCU's ownership status changes, such as if DOCFCU is acquired. This may include pre-sale/closing diligence as part of an acquisition or sale involving DOCFCU, DOCFCU assets, or one of its related entities or its assets.

Even when you are no longer a customer of DOCFCU, we may continue to share your PII and other information as described in this Policy.

Other than what is referenced above, the PII and other data collected from you is not shared with nor sold to any person or entity outside of DOCFCU.

### **Review of Collected PII/Other Choices**

If you would like to review, edit, or delete PII that DOCFCU collected from you, or wish DOCFCU to cease using your PII in the manners specified in this Policy, please contact DOCFCU at [service@docfcu.org](mailto:service@docfcu.org) for more information and options. You can only change your mailing address through your online account. All other allowed changes must be done in person at one of DOCFCU's physical locations, by mail, or through a secured email exchange. DOCFCU will do its best to accommodate your request, but DOCFCU cannot guarantee it can remove all PII from the specified uses or make all of the requested changes. Therefore, please be as specific as possible in your request. If the request relates to information that DOCFCU needs to make the Site or Apps function properly for you, you may not be able to use the Site and/or Apps properly moving forward.

DOCFCU reserves the right to maintain proper business records as required by law, or for otherwise legitimate business purposes to the extent permitted by law, even if such records contain your PII.

If you would like to opt-out of receiving further promotional emails from DOCFCU, please follow the opt-out instructions at the bottom of the email or send DOCFCU a detailed email to [service@docfcu.org](mailto:service@docfcu.org).

DOCFCU does not knowingly collect any information from minors, nor are the Site and Apps directed at or intended for minors. If a minor uploads/posts information to the Site and/or Apps that is publically available, and the minor subsequently wants that same information deleted, the minor has a right to request that said information be removed from public viewing. Please email DOCFCU at [service@docfcu.org](mailto:service@docfcu.org) to make the request. Any removal of content by DOCFCU does not ensure or guarantee complete or comprehensive removal of the content in all places. The content may have been shared or reposted by other parties, or federal or state law may require maintenance of the content or information.

### **Response to “Do Not Track” Requests/Signals**

DOCFCU does not recognize or process “do not track” or similar technical requests.

Third parties that may directly collect information through the Site and/or Apps may respond differently than DOCFCU to “do not track” requests, so you should consult the applicable privacy policies of those third parties for that information.

### **Data Security and Retention**

DOCFCU uses, implements, and maintains industry standard physical, electronic/technological, and procedural safeguards and security measures that comply with federal regulations and are reasonably designed to help guard your non-public PII from loss, unauthorized access, or disclosure both in storage/rest and in transmission. To protect your PII from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

While DOCFCU takes the issue of protecting your PII seriously, you should exercise discretion in what information you disclose and/or transmit to the Site and/or Apps. DOCFCU cannot guarantee that information sent over the Internet is fully secure, and therefore the transmitted information may be intercepted by others before it reaches DOCFCU. If you are concerned about sending information to DOCFCU over the Internet, please send the information by mail or call us to make other arrangements. DOCFCU is not responsible for the security of information sent over the Internet.

The online accounts on the Site and Apps use complex passwords, periodic password change requests, and a lockout procedure after a set amount of unsuccessful login attempts.

DOCFCU’s Vendor Management Agreements address PII issues. We review our Vendors’ Audits annually through our Vendor Management process in order to make sure shared PII is handled and secured appropriately.

DOCFCU retains collected information for a reasonable amount of time in order to fulfill the stated purpose for why the information was collected. DOCFCU will also retain collected information connected to business records for periods of time required by law. If DOCFCU determines that collected information is no longer needed, it will delete such information. Our collection times will be consistent with applicable law. DOCFCU may maintain a membership list that includes some PII.

DOCFCU restricts access to non-public PII about you to those employees and/or service providers who need to know that information for specific purposes and/or to provide products and services to you.

### **Children's Privacy**

The Site and Apps are intended for individuals 18 years of age and older located in the United States.

The Site and Apps are not directed at, marketed to, nor intended for, children under 13 years of age. DOCFCU does not knowingly collect any information, including PII, from children under 13 years of age. If DOCFCU learns that any information was provided through the Site and/or Apps by a person younger than 13 years of age, DOCFCU will delete the information immediately.

DOCFCU will not use a minor's PII to market or advertise certain products or services deemed harmful to children. DOCFCU also will not disclose any minor's PII if it has actual knowledge that the minor's PII will be used for the purpose of marketing or advertising the harmful products or services.

### **Non-U.S. Concerns**

The Site and Apps are meant for individuals within the United States. DOCFCU only knowingly collects information from individuals within the United States. If you provide information to DOCFCU from outside of the United States, you do so at your own risk. If you are outside of the United States, you are responsible for complying with any local laws regarding any use of the Site and/or Apps, and related data collection. You also agree and acknowledge that by providing any information, including PII, through the Site and/or Apps, that such information will be transmitted to, and stored in, the United States.

### **External Links**

As a courtesy to members/users, the Site and/or Apps may contain links to other related web sites, including those embedded in third party advertisements or sponsor information, which we feel may be of interest or use to you. These external sites are not controlled by DOCFCU. DOCFCU assumes no responsibility for the availability of these sites. The addition of any of these links is not to be construed as an endorsement of any services offered by these sites. DOCFCU is not responsible for the content provided by linked sites. DOCFCU is not guaranteeing the products, information or recommendations provided by linked sites. DOCFCU is not liable for any failure of products or services advertised on those sites. DOCFCU does not represent either the third party or the member/user if the two enter into a transaction. The privacy and security policies of third party sites may differ from those practiced by DOCFCU. DOCFCU is not responsible for the privacy practices and data collection policies for such third party sites. You should consult the privacy policies of those sites for details.

DOCFCU may also allow interaction between the Site and/or Apps and other sites or mobile applications such as Facebook or other social media providers. This may include the "Like" button or other plugins available through the Site and/or Apps that allow you to share information with persons outside of the Site and Apps. Please consult the privacy policies of those third party providers before using them to make sure you are comfortable with the level of sharing.

### **Terms of Use**

The Terms of Use for the Site and Apps is incorporated by reference into this Policy. The Terms of Use can be found at: [www.docfcu.org/Terms\\_of\\_Use](http://www.docfcu.org/Terms_of_Use).

### **The Mobile Apps**

Standard data and other fees may be charged by your mobile phone carrier when using the Apps, so please be aware of them.

### **USA Patriot Act Notice**

The following is important information about opening new accounts.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person opening an account. What this means for you is that when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We thank you for understanding.

### **Miscellaneous**

If you have any questions regarding this Policy, please contact DOCFCU at:

EMAIL: [service@docfcu.org](mailto:service@docfcu.org)  
PHONE: 202-808-3600  
MAIL: DOCFCU Member Services - PO Box 14720 Washington, DC 20044

It is the policy of DOCFCU to strictly enforce this Policy. If you believe there has been some violation of this Policy, please contact DOCFCU.

This Policy was last updated on December 6, 2017.