

PRIVACY POLICY/YOUR PRIVACY RIGHTS

Department of Commerce Federal Credit Union (“DOCFCU” or “us” or “we” or “our”) owns and operates the DOCFCU.ORG and DOCFCUMORTGAGE.COM sites (the “Sites”) and the DOCFCU Mobile Banking and DOCFCU Mobile Account & Loan mobile applications (the “Apps”). DOCFCU protects your privacy in accordance with applicable law when you visit and interact with the Sites and/or Apps or when you otherwise interact with DOCFCU’s services (collectively with the Sites and Apps, the “Services”). 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 personally identifiable information and other data about our members. However, we value your privacy, and we use reasonable and prudent efforts to safeguard this information. We maintain all personally identifiable information in accordance with applicable laws.

This Policy contains details about how DOCFCU collects, handles, uses, and shares personally identifiable information and other data about you when you use the Sites and/or Apps or DOCFCU’s other Services.

This Policy covers only the Services identified above and does not apply to information which you may send us by other means. Other sites, mobile applications, and other online locations, including any social media platforms you use to interact with DOCFCU, may have their own privacy policies, and you should consult those policies 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 21, 2023.

Policy Changes

DOCFCU may update this Policy from time to time as we modify and/or expand our Services or to comply with changes to applicable laws. Any changes to this Policy will be posted below for a period of thirty (30) days, will be effective when posted, and will be prospective only. We will not make any changes that have retroactive effect unless legally required to do so. The changes will be immediately incorporated into this Policy.

Your continued use of the Sites, Apps or other DOCFCU Services 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 our Services.

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 provide you with additional notice and give you thirty (30) days to opt-in to the changes as they pertain to your information, to the extent any such notification is required by applicable law and we have a valid email address to use for you. 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

Personally identifiable information (“PII”) is generally defined as information that, alone or in combination with other information, is reasonably capable of being associated with you or could be used to identify you, to contact you, or to gain access to your account.

There are areas on the Sites and Apps or other interactions with our Services where you may be asked to voluntarily provide DOCFCU with PII, or where such PII or other information may be collected from you in an automated manner through your use of our Sites and/or Apps. For example, PII and other related information such as your 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, username and password, company or agency name, social security number, professional or employment information, 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 Sites 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 additional security protocols. Such protocols could include multi-factor authentication or a request for further information to verify your identity before we allow the unrecognized computer or device to gain access to the applicable online account.

Please note that if you request products or services, DOCFCU may also receive PII and other information from consumer reporting agencies, credit bureaus, affiliates, and/or other companies to assess your eligibility for such products and/or services. This may include information such as your creditworthiness and credit history.

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

device. If you decide to opt into this feature to access the Apps you expressly consent to DOCFCU's use of your biometric data to verify your identity to access the Apps.

Depending on where you reside, some PII that you provide to DOCFCU may be considered "Sensitive PII" such as state and federal identification number, credit report information, biometric data, citizenship status (to comply with Know Your Client (KYC) requirements, such as when you submit a mortgage application), and financial and banking information. We will not ask you to provide information regarding your sexual orientation, your transgender or non-binary status, your status as a victim of crime, immigration status, religious beliefs, or medical information. To the extent you directly provide Sensitive PII to DOCFCU, you consent to DOCFCU processing your Sensitive PII in accordance with and as described in this Policy.

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, the Sites and/or Apps, and to deliver other Services;
- 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, including when you apply for membership;
- 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 Sites, Apps and other Services;
- perform internal operations related to the Services (e.g., fraud prevention);
- troubleshoot software issues and operational problems with the Sites and Apps;
- conduct data analysis and testing about interactions with our Services, such as the traffic on our Sites and Apps, and how responsive people are to our marketing and promotional content; and/or
- monitor usage of the Sites and Apps in order to improve the content and functioning of the Services.

Cookies

The Sites and Apps use cookies or other tracking technologies, which may collect information about your device (including your IP address and location) and your activity while using those Services. Cookies are files that are transmitted to your computer or device when you visit the Sites or Apps and are used for different purposes. Cookies and other similar tracking technologies allow DOCFCU to recognize your browser when you subsequently return to the Sites or Apps which may be subsequently used to

remember your preferences when using the Sites or Apps, as well as your log in information (personalization cookies). There also are certain cookies or similar tracking technologies which must be used for security and identity verification purposes to confirm you are eligible to use our Services, to prevent unauthorized access to our Services, and to ensure the Sites and Apps function properly (essential cookies). For example, essential cookies are used to ensure that you can use the online banking features on the Sites or Apps. Cookies and similar tracking technologies may be further used to analyze the use of the Sites and Apps, track web traffic and how users interact with our Sites and Apps so that we can better understand and improve your experience with our Services (analytical cookies). Lastly, cookies and other tracking technologies may be used for advertising and marketing purposes to send you promotional content based on your browsing activity before, during, and after you visit or use our Sites or Apps (marketing cookies). DOCFCU uses essential, personalization, analytical, and marketing cookies on its Sites and/or Apps. Depending on where you may reside, you may have the right to opt out of personalization, analytical, or marketing cookies if they are used to send you targeted advertising.

When you use the Sites or Apps, or interact with the content available through these Services, certain third parties may use personalization, analytical, or marketing cookies and other automatic information collection technologies to track how you use our Services. These third parties may include advertisers, online ad networks, analytics service providers, your mobile device manufacturer, and your mobile service provider. These third parties may use the information they collect from you when you use our Services to provide you with personalized or targeted advertising content that is based on your apparent interests and browsing behavior. We do not control these third parties' tracking technologies outside of our Services or how the information obtained from these tracking technologies may be used by such third party analytics and advertising providers. If you have any questions about an advertisement, you should contact the responsible provider directly.

If you would like to opt-out of DOCFCU's use of cookies, please contact us at service@docfcu.org. Please note that you may not be able to use our online banking options or access our Sites or Apps generally if you opt-out of the use of certain cookies.

Google Analytics

Our Sites and Apps use Google Analytics, a web analytics service provided by Google Inc. ("Google"), that uses tracking technologies to analyze your use of and interaction with our Services. Information that Google may collect for this purpose may include page views, scrolls, videos, or links that were clicked, a unique client ID attributable to your device and browser information, your approximate age, gender, interests, language settings on your device or browser, and approximate location metadata derived from your IP address (city, state, and country) (collectively, "Google Analytics Data"). Google Analytics Data is transmitted to and stored on a Google server in the United States where it is analyzed for purposes of generating reports on web traffic patterns on webpages and other content on our Sites or Apps ("Google Analytics Report"). Google provides us with Google Analytics Reports so that we may tailor our Sites and Apps to accommodate the needs of our web users. Google may also transfer Google Analytics Data and Google Analytics Reports to third parties, if required by law or if third parties process such information on behalf of Google.

A general overview of Google's data privacy practices for Google Analytics may be available at <https://support.google.com/analytics/answer/6004245>. For more information on Google's privacy practices generally, please review Google's [privacy policy](#). To opt out of being tracked by Google Analytics, you may be able to download and install the [Google Analytics Opt-out Browser Add-on](#).

To learn how to possibly opt-out of certain kinds of tracking that occur when you browse the internet generally and may lead to targeted advertising, visit the [Network Advertising Initiative website](#) and the [Digital Advertising Alliance website](#). The industry opt-out tools described above only function for users of the Sites. To help you opt-out of receiving targeted advertising in connection with the Apps, you may download and make certain choices through the Digital Advertising Alliance's mobile application AppChoices for each device you use (more info available [here](#)). You may also consult the settings on your mobile device for further options regarding cross-app advertising. Please note there is no guarantee that these industry-provided opt-out tools will prevent all targeted advertising.

By using our Services and/or 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 otherwise noted in this Policy, no third parties can directly collect or get direct access to PII or other information through the Sites or Apps.

Except as noted herein and elsewhere, DOCFCU does not sell, rent, share or otherwise disclose mailing lists or other PII either for monetary or other valuable consideration 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 name, address, social security number and income, payment history and account balances, credit history and credit scores with our affiliates and/or non-affiliates such as data processors and system providers, legal, regulatory, or self-regulatory authorities (e.g., courts) in response to court orders and other legal requests or to comply with applicable legal and regulatory obligations, 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 or regulatory investigators, obtain data storage or retention or other IT services, provide information to independent auditors or legal advisors, monitor and prevent fraud, or report to credit bureaus. We also may share your information with the foregoing third parties to market and offer our products and services to you, or, to the extent you have not exercised any applicable opt out rights, so that you may receive information on the products and services of such third parties, such as data processing, check clearing, loan processing, mortgage insurance, vehicle insurance, loan insurance, other insurance products or services, financial services, online bill paying and/or the products and services of an investment service provider with whom we have an agreement to jointly offer investment services.

If you are applying for membership through affiliation with the American Consumer Council ("ACC") (www.americanconsumercouncil.org), DOCFCU will share some of the PII you supply in your membership application with the ACC as required by law. DOCFCU will share your name, address, phone number, and email address (if you opt-in to receive communications from the ACC). The ACC will never mail anything

to you. The ACC will only communicate with you via email on a quarterly basis if you opt-in to receive such emails.

Except as described in this Policy, DOCFCU does not share PII with anyone, including affiliates and related companies, for direct marketing purposes.

When you apply for a loan or otherwise interact with our Sites, Apps or other DOCFCU Services, you may opt-in to allow DOCFCU to share some of your PII such as name and address with certain third-party insurance companies if you are interested in those companies' applicable products or services. You may opt-out of this sharing by opting out at the time you apply for the loan or new account.

DOCFCU may share certain portions of PII and other information with its vendors in order to make the Sites, Apps and any related Services 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

Depending on where you reside, you may have certain rights that allow you to make requests with respect to the use and/or disclosure of your PII. Such rights may include:

- (a) the right to access, delete, and/or correct your PII;
- (b) the right to receive a copy of your PII in a portable format;
- (c) the right to opt out of targeted advertising, the sale of PII, or profiling activities in furtherance of decisions that produce legal effects or effects of similar significance (if applicable);
- (d) the right to withdraw consent if consent was previously obtained for certain processing activities (subject to contractual and legal restrictions);
- (e) the right to appeal to applicable regulatory authorities where you reside if we reject your request; and/or
- (f) the right to not have discriminatory action taken against you for exercising your privacy rights.

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 for more information and options. DOCFCU will use reasonable efforts to accommodate your request,

provided that DOCFCU can verify your identity. To verify your identity, DOCFCU may ask you to provide certain information about yourself and, in some cases, DOCFCU may follow up with you to obtain additional information as necessary to authenticate your request. DOCFCU will not fulfill your request if DOCFCU is not able to verify your identity.

Please note that 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 any deletion request, but DOCFCU cannot guarantee complete and comprehensive removal of your PII in all places and for all purposes. Your PII may have been shared or reposted by other parties who act outside of any business relationship with DOCFCU or who may not cooperate with our request for them to delete your PII. Additionally, DOCFCU may not be able to fulfill your request due to federal or state laws, or our internal policies may require maintenance of your PII in DOCFCU records. Therefore, please be as specific as possible in your request. If the request relates to information that DOCFCU needs to make the Services function properly for you, you may not be able to use the Services 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.

DOCFCU does not knowingly collect any information from minors, nor are the Sites and Apps directed at or intended for minors. If a minor uploads/posts information to the Sites and/or Apps that is publicly available, and the minor subsequently wants that same information deleted, the minor has a right to request that such information be removed from public viewing. Please email DOCFCU at service@docfcu.org to make the request. As explained above, any removal of content by DOCFCU does not ensure or guarantee complete or comprehensive removal of the content in all places.

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

DOCFCU also imposes contractual obligations on its service providers to protect the confidentiality and security of PII, and undergoes periodic audits with such service providers to ensure adherence to data privacy and security contractual obligations.

While DOCFCU takes the issue of protecting your PII seriously, you should exercise discretion in what information you disclose and/or transmit to the Sites, Apps or through any of our other online Services. 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.

Likewise, when you click on third-party links from our Sites and/or Apps, DOCFCU cannot control the security measures used on the third-party sites or applications available through such links. If you have an account with DOCFCU, you are responsible for maintaining the secrecy of your log in credentials and account information, and for controlling access to your email account and any electronic communications from us.

DOCFCU retains PII as needed to provide services to you or for other legitimate purposes such as ensuring the security of DOCFCU data and systems, complying with DOCFCU's legal obligations, complying with tax, audit, or other books and recordkeeping policies, resolving disputes, conducting internal investigations, or enforcing DOCFCU agreements or other legal rights. Due to the different purposes for retaining your PII, the actual retention timeframes may vary depending on the type of PII DOCFCU collects from you and the purposes for which DOCFCU uses your PII.

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

The Sites and Apps are not directed at, marketed to, nor intended for, children under 18 years of age. DOCFCU does not knowingly collect any information, including PII, from children under 18 years of age. If DOCFCU learns that any information was provided through the Sites and/or Apps by a person younger than 18 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 Sites 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 Sites and/or Apps, and related data collection. You also agree and acknowledge that by providing any information, including PII, through the Sites 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 Sites and/or Apps may contain links to other web sites, mobile applications or other online services, including those embedded in third party advertisements or sponsor information, which may be of interest or use to you. These external third-party services are not owned or controlled by DOCFCU. DOCFCU assumes no responsibility for the availability or security of these third-party services. The addition of any links is not to be construed as an endorsement of any such third-party services. DOCFCU is not responsible for the content provided by linked third-party services. DOCFCU is not guaranteeing the products, information or recommendations provided by linked third-party services. DOCFCU is not liable for any failure of products or services advertised on those third-party links. 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 services may differ from those practiced by DOCFCU. DOCFCU is not responsible for the privacy practices and data collection policies for such third party services. You should consult the privacy policies of those third-party services for details.

DOCFCU may also allow interaction between the Sites and/or Apps and other third-party sites or mobile applications such as Facebook or other social media providers. This may include the “Like” button or other plugins available through the Sites and/or Apps that allow you to share information with persons outside of the Sites 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. You may have certain choices regarding the extent to which these third-party platforms and services collect and use your PII. Details on how you may be able to exercise such choices are further detailed in the chart, below.

<i>Third Party</i>	<i>How to Manage Privacy Settings</i>	<i>More Information</i>
Facebook	Go to interest based ads settings or Meta’s privacy center	Meta Privacy Policy and Cookie Policy for Facebook
Instagram	Go to privacy settings for Instagram or Meta’s privacy center	Meta Privacy Policy and Cookie Policy for Instagram
X/Twitter	Go to privacy settings	X/Twitter Privacy Policy and Cookie Policy

Terms of Use

The Terms of Use for the Sites and Apps is incorporated by reference into this Policy. The Terms of Use can be found at: <https://www.docfcu.org/site-disclosures/>.

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

PHONE: 202-808-3600

MAIL: DOCFCU Member Services - PO Box 14720 Washington, DC 20044

If you believe there has been some violation of this Policy, please contact DOCFCU.

History of Policy Changes

This Policy was first posted on the docfcu.org Site on December 6, 2017.

This Policy was subsequently reviewed and updated on November 15, 2018 and November 21, 2019.

Further review of this Policy was completed and no substantive changes were made on October 2020.

This Policy was reviewed, and the following substantive changes were made on October 2021: the Maryland Consumer Council was changed to the American Consumer Council (ACC), the opt-in for consumer loans with Sirius XM was removed. October 2021.

This Policy was reviewed, and no substantive changes were made on November 17, 2022.

This Policy was last reviewed on November 28, 2023 and the following substantive changes were made:

General modifications were made as necessary for compliance with changes in applicable law, such as new definitions for "PII" and "Sensitive PII", additional choices that may be available and verification procedures due to new privacy rights in certain locations, and further details about DOCFCU's retention practices; the definition of "Site" was expanded to include the docfcumortgage.com web site, and a new comprehensive term "Services" was added to address other interactions you may have with DOCFCU; clarifications were included about how and why cookies and other tracking technologies may be used, particularly in connection with analytics and targeted advertising service providers; and revisions were made about how PII may be shared with insurance providers and other third parties for marketing or advertising purposes.