

VELOCITY PRIVACY POLICY

Last updated: July 17, 2020

Your bank, credit union or other lender (“Lender”) has engaged Velocity Borrower Logic, LLC (“Velocity”, “we”, “us” or “our”), a technology provider, to manage on your Lender’s behalf the online processing of certain consumer loans that your Lender offers. As a result, when you expressed interest in your Lender’s CashPlease loan product, your Lender directed you to the Velocity-operated website linked to this Privacy Policy. The website is one component of Velocity’s suite of CashPlease Services (as defined in the Velocity Terms of Use), a technology solution that allows your Lender to offer CashPlease loans to customers like you. This Privacy Policy therefore describes how Velocity collects, uses and shares information when you use that site as well as Velocity’s other CashPlease Services, and it governs only your relationship with us (rather than with your Lender). More specifically, this Privacy Policy governs only the information about you (i) that you provide directly to Velocity via the CashPlease Services, or (ii) that we obtain from your Lender and may possess, store or transmit under our contract with your Lender for providing the CashPlease Services.

As detailed below, any information you provide to your Lender (which is a third party for purposes of this Privacy Policy) is governed by the privacy policies of, and your agreements with, your Lender. You should carefully review any privacy policies provided by your Lender for more information on your Lender’s privacy practices. This Privacy Policy does not apply to the following:

- information collected through mediums other than CashPlease Services, such as information you provide to your Lender which may be relayed to us in connection with the CashPlease Services but is not collected from you by us or through the CashPlease Services;
- information collected through CashPlease Services where a separate privacy policy expressly applies in lieu of (and not in addition to) this Privacy Policy, such as information provided on loan documents, which are governed by the privacy policy of your Lender; or
- non-personally identifiable information which cannot reasonably be used to determine your identity.

By accessing or using CashPlease Services, you consent to the collection, transfer, manipulation, storage, disclosure and other uses of information about you, which may be of a confidential nature and may include personally identifiable information or loan transactional information (the categories of such information is more specifically described in Section 1 of this Privacy Policy, and we refer to all such information as “Your Information”), as described in this Privacy Policy.

In addition to this Privacy Policy, CashPlease Services are also governed by other applicable terms and conditions, including the CashPlease Terms of Use available by clicking the link at the bottom of this website, and any other documents and policies referred to in our Terms of Use (collectively, with this Privacy Policy, our “Terms and Conditions”). To the extent that this Privacy Policy conflicts with our other Terms and Conditions, this Privacy Policy will control. All capitalized terms used and not otherwise defined in this Privacy Policy will have the meanings provided in our Terms of Use. The examples listed in this Privacy Policy are illustrations and are not all-inclusive.

Please read all of our Terms and Conditions carefully prior to accessing or using CashPlease Services. By accessing or using CashPlease Services, or by clicking to accept or agree to be bound by our Terms and

Conditions (if such an option is made available to you), you agree to our Terms and Conditions, including the practices described in this Privacy Policy. If you do not want Your Information used or disclosed in the manner described in this Privacy Policy, or if you do not agree to be bound by the Terms and Conditions, then you should not use CashPlease Services or provide us with Your Information.

1. How We Receive and Collect Your Information

We receive and collect several types of information about you, as described below.

Information You Provide. From time to time, you may directly provide us with the following categories of information in the following ways:

- When you apply for a small dollar loan from your Lender through the CashPlease Services, you may need to create a CashPlease Services account. In order to do so, you must provide your last name, date of birth, last four digits of your social security number, e-mail address and desired password for the account.
- When you fill out forms or fields, or upload documents or data on or through CashPlease Services (in which you may provide your physical address, including zip code); and
- When you communicate with us, or request information about us or any CashPlease Service, whether via e-mail or other means (in which we receive your name and contact information).

Information Third Parties Provide. From time to time, you may interact with third-party sources (including your Lender) in connection with CashPlease Services and we may receive information about you from these sources. The information that we receive depends on your agreement with such third parties and, potentially, your privacy settings in the medium you interact with such third parties.

We will handle any information about you that we collect from third-party sources in accordance with applicable law, our agreement with such third parties, and consistent with our commitments in this Privacy Policy. However, your provision of that information is subject to the privacy policies and practices of such third parties. You should review all terms of use and privacy policies of any third party prior to disclosing information to them. If you have any questions about how any third party uses your information or their respective terms of use or privacy policies, you should contact them directly.

General Use and Preference Information. We may collect, receive and store information regarding your general use of CashPlease Services (such as details of how and when you used CashPlease Services, how you interact with CashPlease Services, your login information, resources that you access, your Internet protocol address, your browser type and your device type), as well as your preferences. We may collect your location information if submit your zip code to us on or through any CashPlease Service.

Device Information. When you access or use CashPlease Services through your computer, mobile phone or other device, we may collect information regarding and related to your device, such as hardware models and IDs, device type, operating system version, the request type, the content of your request and basic usage information about your use of CashPlease Services, such as date and time. In addition, we may collect information regarding application-level events, such as crashes, and associate that temporarily with your account to provide customer service. We may also collect and store information locally on your device using mechanisms such as browser web storage and application data caches.

Phone Numbers and E-Mail Addresses. We may collect your phone number or e-mail address in several ways. For example, we may collect your phone number or e-mail address (as applicable): (i) if you submit

your phone number or e-mail address to us on or through any CashPlease Service; (ii) by capturing your phone number or e-mail address if you call or e-mail us; or (iii) if a third party provides your phone number or e-mail address to us.

Cookies and Anonymous Identifiers. We and third parties acting on our behalf may use various technologies to collect and store information when you use CashPlease Services, including sending cookies, web beacons, pixel tags or other anonymous identifiers to your device. “*Cookies*” are pieces of data stored on a computer, mobile phone or other device. A “*web beacon*” is a type of technology that lets us know if you visited a certain page or whether you opened an e-mail. A “*pixel tag*” is a type of technology placed within a website or e-mail for the purpose of tracking activity, which is often used in combination with cookies. Other “*anonymous identifiers*” are random strings of characters used for the same purposes as cookies, such as with mobile devices where cookie technology is not available. These technologies play an important role in the provision of CashPlease Services. For example, these technologies help us (i) know that you are logged on, (ii) provide you with features based on your preferences, (iii) understand when you are interacting with CashPlease Services and (iv) compile other information regarding use of CashPlease Services.

The information collected through these technologies, standing alone, are not intended be used to determine your identity. Such information may, however, be combined in a way that makes it become personally identifiable information (for example, information that can identify you). For example, we may tie this information to personal information about you that we collect from other sources or that you provide to us. If this happens, we will treat the combined information as personally identifiable information.

Please note that, in most cases, you can remove or block cookies (such as by using the settings in your browser) but doing so will affect your ability to use CashPlease Services.

Third-Party Content. Some content or functions in the CashPlease Services may be serviced by third parties, including servers, electronic signature providers, content providers and application providers. These third parties may collect information about you when you use CashPlease Services, which is governed by their respective privacy policies.

2. How We Use Your Information

We may use Your Information for various lawful business purposes. Among others, these purposes may include using Your Information to:

- *Engage in customer support and fulfill Transactions.* We use Your Information to (i) confirm and complete Transactions requested by you with your Lender, (ii) verify information that you provide to us, or (iii) provide you with administrative notices.
- *Contact you and provide you with information.* For example, we might provide or contact you through telephone, e-mail or other communications with CashPlease Service updates, reminders, personalized information and other information on behalf of your Lender.
- *Analyze, improve and manage CashPlease Services and operations.* For example, we might (i) obtain feedback regarding CashPlease Services, (ii) understand and anticipate your needs and preferences, (iii) better understand your use of CashPlease Services, (iv) customize and tailor the CashPlease Service, (v) improve our marketing and promotional efforts, (vi) engage in statistical

analysis, or (vii) provide feedback or information to our business partners, vendors and other third parties.

- *Resolve problems and disputes and engage in other legal and security matters.* For example, we may use Your Information to (i) comply with, monitor compliance with and enforce this Privacy Policy, our Terms and Conditions and any other applicable agreements and policies, (ii) meet other legal and regulatory requirements, or (iii) protect the security and integrity of all CashPlease Services.

Data Transmission Risk. We use certain safeguards that are designed to maintain the integrity and security of Your Information. Despite our efforts, please be aware that no security measures are perfect or impenetrable and thus methods of online transmission and electronic storage may not be completely secure. We cannot guarantee the privacy or security of Your Information during any voice or data transmissions, as third parties may unlawfully intercept or access transmissions or electronic storage. Therefore, (i) you use each CashPlease Service at your own risk; (ii) you should not expect that Your Information or voice or data transmissions will always remain private; and (iii) we do not guarantee the performance or adequacy of our privacy settings or security measures.

Aggregation and De-Personalization. We may take Your Information and de-identify it either by combining it with information about others (aggregating Your Information with information about other persons), or by removing characteristics (such as your name) that make the information personally identifiable to you (de-identifying Your Information). As described above, this aggregated and de-personalized data is not subject to this Privacy Policy.

3. How We Share or Disclose Your Information

General Disclosure of Your Information. We may share or disclose Your Information:

- to any person who, in our reasonable judgment, is authorized to receive Your Information as your agent, including as a result of your business dealings with that person (for example, your Lender);
- to our affiliated companies, subsidiaries and their respective employees, agents and representatives as required to deliver CashPlease Services and other products and services to you;
- to our third-party vendors within the United States so that they may provide support for our business operations, including for the handling of data processing, data verification, transaction processing, fraud prevention, data storage, surveys, research, and maintenance and security;
- to third parties involved in processing your Transaction (e.g., your Lender) or processing payment or collecting on your account;
- to fulfill the purpose for which you provide it (e.g. to process your application for a small dollar loan);
- at your request;
- as required by applicable law or ordered by a court, regulatory or administrative agency;
- as we deem necessary, in our sole discretion, if we believe that you are violating any applicable law, rule, restriction or regulation, or are otherwise interfering with another's rights or property, including our rights or property;
- if requested by authorities in the event of any act instance of local, regional or national emergency;
- to enforce our Terms and Conditions, including this Privacy Policy, and any other applicable agreements and policies;

- to enforce or protect our rights; or
- in connection with a Business Transfer (as defined in the “Business Transfers” section below).

Business Transfers. We specifically and expressly reserve the right to disclose, lease, sell, assign or transfer Your Information to third parties in connection with a Business Transfer. A “*Business Transfer*” means a sale, acquisition, merger, consolidation, reorganization, bankruptcy or other corporate change involving us, even if the Business Transfer is only being contemplated and regardless of whether the Business Transfer relates to a part of or our whole business. Nothing in this Privacy Policy is intended to interfere with our ability to transfer all or part of our business, equity or assets (including CashPlease) to an affiliate or independent third party at any time, for any lawful purpose, without notice or compensation to you.

No Selling of Your Information. We do not and will not sell (as that term is defined under applicable law, including the California Consumer Privacy Act) or rent your personal information to anyone, for any reason, at any time.

4. Choices About How We Use and Disclose Your Information

You have choices regarding Your Information that you provide to us. Below are some mechanisms that provide you with control over Your Information:

- *Cookies.* If you do not wish us to collect cookies, you may set your browser to refuse cookies, or to alert you when cookies are being sent. If you do so, please note that some or all of CashPlease Services will be inaccessible or will not function properly.
- *Communications.* If you do not wish to receive notifications, text messages, alerts, posts, notices, e-mails or other communications from us, you can opt-out of receiving such communications from us (other than service-related communications, such as those communications related to the completion of your registration, correction of user data, change of password and other similar communications essential to your transactions on or through CashPlease Services) by using the unsubscribe process at the bottom of such communication or by contacting your Lender as described in the Contact Us link at the bottom of this page. We will remove you from our marketing lists within a reasonable period of time and as required by applicable law. Please note that despite opting out with Velocity, you may still receive communications related to CashPlease Services from your Lender, and you should opt out of such communications as indicated by your Lender.
- *Accessing and Correcting Account Information.* If any CashPlease Service allows you to create an account with us, then you may be able to review or update some or all of Your Information (as applicable) by logging into that CashPlease Service, visiting your account profile page and making changes.

5. Information that You Disclose to Third Parties

CashPlease Services, as well as the e-mail messages sent with respect to any CashPlease Service, may contain links or access to websites operated by third parties that are beyond our control. Links or access to third parties from CashPlease Services are not an endorsement by us of such third parties, or their respective websites, applications, products, services or practices. We are not responsible for the privacy policies, terms and conditions, practices or the content of such third parties. All information that you disclose to such third parties will be subject to the privacy policies and practices of such third parties. You

should review the privacy policies and practices of such third parties prior to disclosing information to them. If you have any questions about how these third parties use your information, you should review their policies and contact them directly.

6. Information Collected and Processed in the United States

CashPlease Services are controlled, operated and administered by us from our offices within the United States, and your information is processed in the United States. We do not market to international persons or entities, and the CashPlease Service is intended for use by parties located in the United States.

7. Children's Information

You may only access and participate in CashPlease Services if you are either (i) 18 years of age or older or have reached the age of majority by your respective state or territory of residence, if such age is greater than 18 years of age.

We do not knowingly collect personally identifiable information by anyone under the age of 18 and you should not provide us with any information regarding any individual under the age of 18. If we learn that we have inadvertently gathered information from anyone under the age of 18, we will take reasonable measures to promptly remove that information from our records.

8. Changing Your Information

To the extent required by applicable law, you may request that we inform you about Your Information that we maintain, and where appropriate, request that we update, correct or delete Your Information that we maintain in our active database. We will make all required updates and changes within the time specified by applicable law, and where permitted under applicable law, may charge an appropriate fee to cover the costs of responding to such request. Please remember, if you make such a request, we may not be able to provide you with the same quality and variety of products and services to which you are accustomed. Please direct your requests to the address and person listed below under the section titled "How to Contact Us" below. The "Contact Us" link at the bottom of the website contains information on reaching your Lender and cannot be used regarding Your Information that we maintain.

9. How to Contact Us

If you have questions or concerns about Velocity's privacy practices or wish to make a request regarding Your Information, please contact us at legal@myvelocity.com or by calling us at 855-521-0280.

For any inquiries about Your Information which may be provided to us by your Lender, about information you may have provided to your Lender, or about your Lender's privacy policies and practices, please visit the "Contact Us" link at the bottom of this website.

10. YOUR CALIFORNIA PRIVACY RIGHTS

If you are a California resident, you have certain rights with respect to the processing of your personal data under the California Consumer Privacy Act ("CCPA") and other applicable California state privacy laws. The CCPA gives you certain rights to submit requests to businesses that are subject to the CCPA, including the right to request more information about what personal information a company collected, used, disclosed or sold over the past 12 months, the right to request deletion of your personal information

(subject to certain exceptions), and the right to opt-out of the sale of your personal information. Finally, a business cannot discriminate against you for exercising a right under the CCPA. This Policy has set forth the categories of personal information Velocity collects and processes about you while Velocity is acting on behalf of Lenders as a service provider. If you want to exercise any of your CCPA rights that may be applicable to you or have questions or concerns about how Your Information is handled by Velocity as a service provider for your Lender, you should contact your Lender and refer to their separate privacy policies for more information on how to submit the request.

To submit any such request directly to Velocity, please send the request including, as applicable, the specific content or information requested to be removed via e-mail to legal@myvelocity.com, by calling us at 855-521-0280, or by writing us at:

Velocity Borrower Logic, LLC
Attn: Legal Department
P.O. Box 460939
Fort Lauderdale, Florida 33346

Please include the reference "Request for California Privacy Information" on the subject line and in the body of the message and please include the e-mail address or mailing address, as applicable, for us to send our response. Depending on our contractual obligations with your Lender, we will either act on behalf of your Lender in responding to the request or inform you that the request cannot be acted upon because it was sent to Velocity instead of your Lender.

Consistent with CCPA, we will not deny providing goods or services to you, charge you a different price or provide a different level or quality of goods and services to you unless those differences are related to the value of your information.

Verification of CCPA Requests

Please note that when submitting a request, you will be asked to provide information to verify your identity or authority to make the request before action is taken.

We will generally try to avoid requesting additional information from you for the purpose of verification, but we may need to do so if we cannot verify your identity based on the information already maintained by us. If we request additional information to verify your identity, it will be for that purpose only, and will be deleted as soon as practical after processing the request, except as otherwise provided by law. Verification is required in order to confirm that the person submitting the request to know or request to delete is the person to whom the information relates, and to prevent unauthorized access or deletion of information. The specific steps taken to verify the identity of the requesting person may vary based on the nature of the request, including the type, sensitivity and value of the information requested, the risk of harm posed by unauthorized access or deletion, the likelihood that fraudulent or malicious actors may seek the information, the robustness of personal information provided to verify your identity, the nature of our business relationship with you, and available technology for verification.

You may designate an authorized agent to make the requests below on your behalf. An authorized agent must submit proof to us that he or she has been authorized by you to act on your behalf, and you will need to verify your identity directly with us through the process described below.

The following generally describes the verification processes we use:

- **Password Protected Accounts.** If you have a password-protected account with us, we may use existing authentication practices to verify your identity but will require re-authentication before disclosing or deleting data. If we suspect fraudulent or malicious activity relating to your account, we will require further verification (as described below) before complying with a request to know or delete.
- **Verification for Non-Accountholders.** If you do not have, or cannot access, a password-protected account with us, we will generally verify your identity as follows:
 - For ***requests to know categories of personal information***, we will verify your identity to a reasonable degree of certainty by matching at least two data points provided by you with reliable data points maintained by us.
 - For ***requests to know specific pieces of personal information***, we will verify your identity to a reasonably high degree of certainty by matching at least three data points provided by you with reliable data points maintained by us. We will also require a declaration, signed under penalty of perjury, that the person requesting the information is the person whose information is the subject of the request or that person's authorized representative. We will maintain all signed declarations as part of our records.
 - For ***requests to delete personal information***, we will verify your identity to a reasonable degree or a reasonably high degree of certainty depending on the sensitivity of the personal information and the risk of harm posed by unauthorized deletion. We will act in good faith when determining the appropriate standard to apply.

If there is no reasonable method by which we can verify your identity, we will state so in response to a request to know or delete personal information, including an explanation of why we have no reasonable method to verify your identity.

11. Your Nevada Privacy Rights

If you reside in Nevada, you have the right to direct us to not sell your covered information, as defined in Chapter 603A of the Nevada Revised Statutes. We do not and will not sell your personal information to third parties. As such, there is no need to submit a request for us not to sell your personal information. If you have any questions, please contact us at our designated request address at legal@myvelocity.com.

12. Updates to This Privacy Policy

We may make changes to this Privacy Policy. The "Effective Date" or "Last Updated" date at the top of this page indicates when this Privacy Policy was last revised. If we make material changes, we may notify you by doing one of the following: (i) posting an updated version, and the new effective date on the Services, (ii) notifying you in a banner pop-up or, or (iii) by sending you an email or other communication. We encourage you to read this Privacy Policy periodically to stay up to date about our privacy practices. Your use of the Services following these changes means that you accept the revised Privacy Policy.