Privacy Policy Statement & Legal Notice

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Introduction

At PenChecks, we recognize that our relationship with you is based on integrity and trust. As part of that trust relationship, we are committed to keeping your personal information private. We also want you to be aware of how we collect, use, share and protect your personal information.

This Privacy Policy describes the information that PenChecks, Inc. and its subsidiaries and affiliates (PenChecks Trust Company of America, PenChecks Missing Distributees, LLC, National Registry of Unclaimed Benefits and Alpha and Omega Financial Management Consultants, Inc., collectively “we,” “our” or “us”) collect through websites that we operate and any mobile application of ours (each, an “App”) (collectively, the “Website”), how we use, disclose and protect your information and the choices you can make about your information.

Please note that this Website is controlled, operated, and administered by us from our offices within the United States of America. This Website is not targeted towards users outside of the United States, Mexico, or Canada, and you agree that any use of the Website shall occur within those countries. By using or continuing to use the Website, you represent and agree that you are located in the United States, Mexico, or Canada. If you are using this Website outside of those countries, you agree that you will cease such usage immediately. You further agree that you will not use the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

What information we collect?

The categories of data we collect now and that we collected in the past 12 months may include:

- "Personal Information": Information provided by you or your representative may include your name, social security number, date of birth, street and email address, phone number, and may also include financial information, such as credit card or other bank account data. We limit our collection of Personal Information to that which is necessary for its intended purpose (e.g., participant data for processing distribution payments or contact information for current and prospective clients).
- "Cookies Information": A cookie is a small data file that some websites write to your hard drive when you visit them. A cookie file can contain non-personal information such as the date and time of a website visit, a user ID, a referrer (what website you came from), and the web browser version and capabilities.
  A cookie file can also contain your IP address, which is considered personal information. Otherwise, we do not collect personal information through our Website unless you willingly provide it to us, either directly by e-mail or in those areas of the Website that request such information.
  You may be able to set your browser to reject browser cookies. However, doing so may limit your access to certain sections of the Website.
  We use cookies to help us improve and manage our Website. For example, cookies help us recognize new versus repeat visitors to the site, track the pages visited, and enable some special features on the Website. This data helps us provide a better service for our Website visitors. A cookie cannot read data off your hard disk or read cookie files created by other sites
- Analytics information: We may directly collect information, or we or our third party business partners may use analytics tools to help us measure traffic and usage trends for the Website. We use Google Analytics and Pendo for aggregated, anonymized website traffic analysis.
- Biometric data: We collect biometric information (e.g., facial scans) to verify your identity and secure your account. This is sensitive personal information that will not be used for any purpose other than to verify your identity. Biometric information will be stored for no more than 3 years.

How do we collect, use, and protect your personal information?

We may collect personal information about you from:

- Our interactions with you or your representative, including forms, interviews, communications and visits to our Website;
- Your transactions with us or our affiliated companies;
- Information we obtain from third parties such as other providers or vendors, social networking services, or publicly available sources; and
- IP address.

How we use or share personal information:

We collect and share data necessary to perform our custodial duties including, but not limited to, payment of retirement plan distributions, participant address searches, and compliance with the USA PATRIOT Act when a participant comes forward to claim their retirement account, or when opening a new Individual Retirement Account (IRA). We also collect contact information from organizations that are current or prospective clients.

Consistent with our commitments stated above, please know that if any sharing of your personal information will require us to give you the option to opt-out of or opt-in to the information sharing, we will provide you with this option.

Consumers under 16 years of age:

We do not sell personal information of consumers under 16 years of age. We may collect such information only when establishing a new Individual Retirement Account (IRA) in the name of a minor and their adult cosigner, or in the case of an account beneficiary who is a minor, in order to issue a payment to their guardian. We would only share such data as necessary in order to provide our services.

We protect your personal information by:

- Maintaining physical, electronic and procedural safeguards to protect your personal information;
- Restricting access to your personal information to employees with a business need to know;
- Requiring that any PenChecks business partners with whom we share your personal information protect it and use it exclusively for the purpose for which it was shared;
- Ensuring personal information is only shared with third parties as necessary for standard business purposes or as authorized by you;
- Ensuring that all individuals responsible for handling consumer inquiries about our privacy practices are informed of all applicable requirements.

Other information that we collect when you visit our websites

The following are some examples of other information

- Browser and device information, including operating system;
- Aggregated information such as “click stream” information such as entry and exit points for the Websites (including referring URLs or domains), certain Website’s traffic statistics, page views, and impressions;
- Geolocation (if using a mobile application and you consent to providing it); and
- Other information collected through cookies.

How we use or share other information:

We use other information or additional information that we collect for any purpose not prohibited by law. We may collect, compile, store, publish, promote, report, sell (please refer to “Your privacy rights based on applicable state laws”, below), or otherwise disclose or use all other information.

Consistent with our commitments stated above, please know that if any sharing of your other information will require us to give you the option to opt-out of or opt-in to the information sharing, we will provide you with this option.

SMS/mobile messaging privacy

We use your mobile number and related SMS consent solely to send you the text messages you request for our services (e.g., distribution updates). Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes, or for cross-context behavioral advertising.

We may share personal information about you with

- Agents, brokers and others who provide our products and services to you;
- Our affiliated companies;
- Non-affiliated companies in order to perform standard business functions on our behalf including those related to processing transactions you request or authorize, or maintaining your account;
- Courts and government agencies in response to court orders or legal investigations;
- Other financial institutions with whom we may jointly market products.

Privacy rights under CCPA/CPRA and other applicable state data privacy laws

a. Right to opt out of the sale of personal information:

PenChecks has not sold personal information in the past 12 months. We do not sell the personal information we collect from you or about you in order to provide our services. However, some third-party cookies on penchecks.com might share your site navigation information in ways that CCPA/CPRA and other data privacy laws categorize as a sale. You are able to opt-out of these non- essential cookies by going to penchecks.com and clicking on the "Do Not Sell My Personal Information" link at the bottom of the page. We do not discriminate against customers nor website visitors for exercising their CCPA/CPRA or other data privacy rights.

b. Right to Deletion (Right to Erasure, or Right to be Forgotten):

You have the right to request that your personal information be deleted from our records under the following circumstances:

i. The personal data is no longer necessary for the purpose it was collected or processed;
ii. You have withdrawn consent and there is no other ground for lawful processing;
iii. The personal data has been unlawfully processed.

Data deletion will take place according to PenChecks' Record Retention Policy in compliance with applicable laws and regulations.

c. Right to Disclosure (Right to Know What Information We Hold):

You have the right to know what categories of personal information we collected about you in the past 12 months, and the right to know what specific pieces of information we hold about you. Please note that we cannot provide you the actual data, e.g., we can tell you that we hold your Social Security Number, but we cannot tell you what that number is.

d. Right to Correct Inaccurate Information

You have the right to request that we correct any inaccurate personal information we maintain about you.

e. Right to Nondiscrimination for Exercising Your Privacy Rights

We cannot deny our services, charge you a different price, or provide a different level or quality of services because you exercised your rights under the CCPA/CPRA and other applicable data privacy laws.

How to make requests:

You can submit your request for data deletion or data disclosure by:

1. Going directly to one of the following request form links:
    a. If you're a Plan Sponsor/TPA or Advisor: Plan Sponsor/TPA/Advisor Request Form
    b. If you're an Account Owner/ Participant or Other (none of the categories listed here): Account Owner/Participant/Other Request Form
2. Contacting us at 1 (888) 914-9661; PIN 411426

We will respond within 45 days of receiving a verifiable request for disclosure of what information we hold about you, covering the 12-month period preceding the receipt of your request. We verify your request by requiring a copy of a government-issued photo ID at the time of the request. There is no charge for this service. The 45-day period can be extended once by an additional 45 days when reasonably necessary, in which case we will notify you of the extension.

Please note that we are not required to provide the information to the same customer more than twice in a 12-

month period.

Accurate, Complete & Relevant Records

Retirement plan participant data is provided to PenChecks by the Plan Sponsor or their representative. NextLevel IRA data is provided by the applicant. Inaccuracies are addressed in two ways:

1. When a new address is returned while performing an annual address search
2. When a participant is located
    a. At the time a participant is located and claims their funds, any remaining inaccuracies are addressed prior to processing the payment, giving us complete and relevant data to process their distribution
3. When performing KYC/CDD verifications for new account applications

We apply the least privilege principle to grant access to participant PII, and all changes require a written request and/or verification.

Internet security and viruses

In general, e-mail services are not encrypted and do not provide a secure and private means of communication with us. Certain services offered by PenChecks do provide a secure means to communicate with us, and you will be advised when you are using such a service. To protect your own privacy, confidential and/or personal information should only be communicated via e-mail when you are advised that you are using a secure email.

We do not guarantee or warrant that any part of the Website, including files available for download, are free of viruses or other harmful code. It is your responsibility to take appropriate precautions, such as use of an anti- virus software package, to protect your computer hardware and software.

Limitation of warranties

To the extent allowed by law and except as otherwise specifically provided elsewhere on the Website, all information presented is furnished "as is" without any express or implied warranties of service provider ability, fitness for a particular purpose, non-infringement of intellectual property rights, or freedom from errors, viruses, bugs or other harmful components. Neither the sponsor of the Website nor any other person or entity is responsible for any damages arising out of the use of or inability to use the Website or any of its content, even if the sponsor or other person or entity has been advised or should have been aware of the possibility of such damages.

Third party content, products and services (including links)

We may permit links from other websites and provide links to other websites simply as a convenience to visitors and when you click on these links you are leaving our Website. The existence of a particular link does not indicate an endorsement by us of the linked site. Unless otherwise indicated, the linked sites are not under our control and we are not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. We make no representations about the accuracy or completeness of the information contained in any linked sites and assume no liability for the content or presentation of linked sites. The operators of those other websites may collect information about you through the use of cookies or other web technologies and we have no control over the privacy or security practices of those third parties. We recommend that you review the privacy, security and terms of use policies and notices of any linked website you may visit.

We are not responsible, and assume no liability, for content displayed on the Website that may be provided by another party. We are not responsible for the accuracy or completeness of any such content. We reserve the right, in our sole discretion, to remove links to other websites at any time.

Permissible use of materials

You may download or print a copy of the information or materials contained on the Website for lawful, personal, non-commercial use only, provided that the copy retains all copyright and other proprietary notices contained on the materials. Any other copying, republication or redistribution, reproduction, uploading, posting, or transmittal of the text or graphics of the Website is expressly prohibited without our prior written permission. You can request permission by contacting us.

You may not include our corporate name or any of our trademarks or any variation of them, as a metatag, hidden textual element, or any other indicator that may create an impression of an affiliation, relationship, or endorsement between any other party and us or our subsidiaries or affiliates.

No offers

The information contained on the Website does not constitute an offer or solicitation for the sale of any security, insurance product, or service in any jurisdiction where we are not licensed to conduct business. PenChecks' services and products are generally not available for purchase outside the United States of America.

No legal, investment, tax or other professional advice

The information provided is not written or intended as specific legal, investment, tax or other professional advice and may not be relied on for purposes of avoiding any State or Federal tax penalties. PenChecks, its employees and representatives are not authorized to give legal, investment, tax or other professional advice. Individuals are encouraged to seek advice from their own legal counsel, investment, tax or other professional advisor.

Policy / Contract / Certificate / Account

Through use of a Username and Password, you may be able to access your account ("account") information on the Website. In doing so, you may be transmitting personal information. By using the Website to gain access to your account information, you consent to the electronic transmission of that personal information.

You are solely responsible for the confidentiality and use of your Username and Password. You accept full responsibility for all transactions entered through your Username and Password. You agree to immediately notify us if your Username and Password is lost or stolen, if you become aware that they are being used in an unauthorized manner, if you receive any confirmation of a transaction that you did not enter, or if you receive confirmation or a report containing conflicting or inconsistent information regarding your account.

Failure to notify us immediately and in writing of one of the above conditions will release us and our employees, agents, affiliates and subsidiaries from any responsibility or liability to you or any other person or entity resulting from the processing or loss of any transaction.

We reserve the right to discontinue electronic access to your account at any time. We further reserve the right to modify the information contained on this website or modify the availability of any transactions at any time.

We may immediately and without notice terminate your ability to access your account information if you violate the conditions of use stated herein or if you endanger the use of the services provided through the website.

Trademark and Copyright Notices

PenChecks, Inc., PenChecks Trust Company of America, PenChecks Missing Distributees, LLC, National Registry of Unclaimed Retirement Benefits and combinations of the foregoing, are registered trademarks or service marks of PenChecks, Inc. All other company related marks, products and service names are trademarks and/or service marks of PenChecks, Inc., or its subsidiaries. The contents of the Website are protected by trademark or other intellectual property laws of the U.S. or in some instances, foreign laws. Unauthorized use may violate trademark and other laws.

GDPR and UK GDPR Compliance

PenChecks does not allow website access to IP addresses identified as being located in the European Union (EU), the European Economic Area (EEA), or the United Kingdom (UK). Accordingly, the European Union General Data Protection Regulation (GDPR) and the UK General Data Protection Regulation (UK GDPR) are not applicable to the Website.

The Personal Information of any existing customer residing in the EU, EEA, or UK is used or shared exclusively for the purpose of providing Retirement Plan Distributions or custody of a NextLevel IRA and is maintained under reasonable security procedures and practices as described in this policy. Customers are

granted all the rights afforded by the GDPR and the UK GDPR.

The requirements of UK GDPR Article 37 and GDPR Article 37, Designation of the Data Protection Officer, sections 1(a), (b) and (c) do not apply to PenChecks. PenChecks' focus is limited to only the data needed to process distributions, establish Automatic Rollover/Missing Participant IRAs or NextLevel IRAs, establish Taxable Savings Accounts, terminate abandoned plans, and related services. We do not target, offer services to, or monitor the behavior of EU, EEA, or UK data subjects.

Privacy Policy Statement & Legal Notice Subject to Change

This Privacy Policy Statement & Legal Notice may be changed from time to time. We reserve the right to amend this document at any time, for any reason, without notice to you, other than the posting of the amended Privacy Policy Statement & Legal Notice on this Site. We recommend that you review this Privacy Policy Statement & Legal Notice periodically for changes.

Contact

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Email: info@penchecks.com