

CustomFin – Privacy Policy

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1. Introduction and Scope of Online Privacy Policy

Custom Financing Solutions LLC, a Delaware limited liability company (“CustomFin,” “we,” “us,” and “our”) is committed to protecting the personal information we collect about individuals (e.g., customers, client representatives, financier representatives, our employees and representatives) participating in and using the CustomFin website and/or mobile apps and have adopted policies, procedures, and processes designed to protect personal information from misuse, theft, or other loss.

This CustomFin website privacy policy (the “Online Privacy Policy”) outlines our information collection practices at our websites, including, but not limited to www.CustomFin.com and the related mobile apps in the Apple and Google app stores (individually and collectively, the “System”). This Online Privacy Policy applies to Personally Identifiable Information (defined below) collected through CustomFin’s System, but does not apply to information, including personally identifiable information, collected from third-party sources (such as consumer reporting agencies) or that individual user of the System (“User,” “you,” and “your”) reveals or posts in any public forum on our System, websites that link to or from our System, or any other website and/or mobile app.

2. Personally Identifiable Information, Definition

“Personally Identifiable Information” is any information collected through our System that is reasonably likely to identify a specific, unique individual. Personally Identifiable Information collected through the System may include, but not be limited to, an individual’s name, address, e-mail address, income, financial and banking information (including banking account information and payment card data), Social Security number, telephone number, or date of birth.

3. Important Information Regarding Use of the System

CustomFin owns the information we collect on the System. The financiers participating on the System (“Financiers”) own the information transmitted to them as part of an application for a loan.

The System contains links to other websites. We do not control and are not responsible for the content, security, and privacy practices of such websites.

The System is intended for visitors located in the United States. The System is governed solely by the federal and state laws in the United States. Users from the European Union, or otherwise protected by the General Data Protection Regulation (“GDPR”) are advised not to disclose any Personally Identifiable Information to us. Information submitted to the System is housed on servers located in the United States.

By using the System, you agree to the terms of this Online Privacy Policy. If you do not agree to the terms of this Online Privacy Policy, do not use the System. Furthermore, by using the System, you agree to the application of United States law and consent to the use and disclosure of your information consistent with this Online Privacy Policy.

4. Information Collected on the System

We collect Personally Identifiable Information at various times when you use the System. Some of the places where we collect such information includes, but is not limited to, the following:

- a. Emails, contact forms, questionnaires, and other forms you submit to us;
- b. Your applications and transactions with the System, including those involving financial information;
- c. Requests for pre-qualification for various types of financing and/or credit;
- d. Your responses to surveys that we might ask you to complete for research purposes;
- e. Details of transactions you carry out through our System and of the fulfillment of your applications. You are required to provide financial information when submitting an application through the System; and
- f. Requests regarding Financiers.

Additionally, each time you utilize and/or visit the System, the web servers and other technologies utilized by the System may automatically collect certain types of non-Personally Identifiable Information. Some examples of the non-Personally Identifiable Information we may automatically collect include:

- a. Information about your Internet service provider, browser, operating system, and device;
- b. Cookie information to recognize when you are visiting the System;
- c. Data related to your location at the time of accessing the System, and
- d. Beacons to know if a certain page was visited or an email was opened.

You also may provide information to be published or displayed (hereinafter, "posted") on public areas of our System, or transmitted to other users of the Website or third parties (collectively, "User Contributions"). Your User Contributions are posted on and transmitted to others at your own risk. Although we may limit access to certain pages/you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the System with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

5. Technologies Used

- a. **Cookies.** An HTTP cookie (also called web cookie, Internet cookie, browser cookie or simply cookie) is a small piece of data sent from a website and stored on your computer by the web browser you use while browsing the Internet). We use cookies to collect certain types of non-Personally Identifiable Information to recognize you when you are visiting the System. In addition, we use cookies in connection with Google Ads, as well as other advertisement partners, so that they can show ads for our products to you before you visit or after you leave our System. Advertising technologies may recognize a cookie that our System has sent to your browser during a past visit by you to our System and use the cookie information to show you ads for our products or similar products. You can opt out of this use of cookies by visiting the advertisement settings of the respective advertisement firm.

- b. **Web Beacons.** Pages of our System and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count Users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

6. Use of Information Collected on the System

We may use your Personally Identifiable Information for the following purposes:

- a. To present our System and its contents to you;
- b. To process transactions at your request;
- c. To assess your creditworthiness when you apply for financing, credit or to pre-qualify you for credit with one of our Financiers or to otherwise fulfill any purpose for which you provide it;
- d. To manage and service accounts you have with us;
- e. To communicate with you about your accounts on the System and the use of the System;
- f. To advise you of promotions, sales, or other special opportunities;
- g. To market goods or services offered by:
 - i. CustomFin, or its affiliates and subsidiaries;
 - ii. Financiers, or their affiliates and subsidiaries;
 - iii. Sellers of products and/or services that participate with CustomFin (“Clients”); or
 - iv. other unaffiliated third-parties;
- h. To carry out our obligations and enforce our rights arising from any contracts entered into between you and us;
- i. To notify you about changes to our System or any products or services we offer or provide through it;
- j. To comply with the law, regulatory requirements, legal subpoena or other litigation process, or to enforce our Terms of Use;
- k. As directed or authorized by you; or
- l. As permitted by law.

We may use non-Personally Identifiable Information, including, but not limited to, aggregate or anonymized information for any purpose consistent with law.

7. Disclosure of Personally Identifiable Information to Third-Parties

By accessing the System, you authorize us to disclose your Personally Identifiable Information to affiliated and unaffiliated third-parties as follows:

- a. To companies in our entity group;
- b. To third parties, including Financiers, Clients, financial services providers (such as credit bureaus, securities broker-dealers, and insurance companies), companies with which we have joint marketing agreements, merchants and retailers, companies that help market our products, and non-profit organizations;
- c. To selected businesses, such as online and offline advertisers, so they can market products and services to you;
- d. To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of CustomFin's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by CustomFin about our Users is among the assets transferred;
- e. As necessary to comply with the law, regulatory requirements legal subpoena or other litigation process, or to enforce our Terms of Use;
- f. To fulfill the purpose for which you provide it to us; [For example, if you give us Personally Identifiable Information in connection with an credit application, we will transmit the contents of that information to all applicable Financiers;
- g. If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CustomFin, our Users, Financiers, Clients, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction;
- h. As directed or authorized by you; or
- i. As permitted by law.

California Residents: Other than as required or permitted by law, we will not disclose Personally Identifiable Information about you to other financial service providers with which we have joint marketing agreements, unless you authorize us to do so.

8. Personally Identifiable Information of Children

We do not knowingly solicit or collect Personally Identifiable Information about children under the age of 18. Our System is not designed for or directed to children under the age of 18. If we become aware that a child under the age of 18 has provided Personally Identifiable Information to us, we will delete the information from our records. If you become aware of any Personally Identifiable Information we collected from an individual under the age of 18, please [contact us](#) immediately.

9. Our Security Safeguards

We and our third-party service providers use reasonable technical, administrative, and physical safeguards to secure your Personally Identifiable Information.

We take steps to protect the confidentiality of Personally Identifiable Information, including, but not limited to, Social Security numbers, and prohibit the unlawful disclosure of such information. We limit access to such Personally Identifiable Information.

Although we work to protect your Personally Identifiable Information, you should be aware that no technology is perfect and that there is always some risk involved in transferring data over the Internet, particularly if you send information to us through an unsecured means, such as email.

10. Reviewing information we have collected on you and opting out of information sharing and use

- a. **Information retained in our active databases.** If you would like to review or correct any Personally Identifiable Information we have retained about you in our active databases, please [contact us](#).
- b. **Opting out from our solicitations.** If you receive a marketing e-mail from CustomFin relating to any offer or promotion and wish to be removed from future email solicitations, you will have the option to do so. If you opt out, the only future email communication you will receive from us will be (a) transactional or relationship messages, such as activity alerts and payment reminder messages; (b) in response to questions from you; or (c) to resolve any customer service issues you may have reported.
- c. **Information relating to services provided by our Clients and Financiers.** If you need help accessing your information related to a service provided by one of our Clients or information held by your Financier, we will assist you by referring you to the appropriate third party. Please [contact us](#) for that information.
- d. **Limiting Information Sharing.** You may limit when we may share information about you. You may exercise one or more of your opt-out choices described in this Online Privacy Policy by [contacting us](#). When contacting us, please include your account number, contact phone number, and full name on the account. If you have a joint account, your opt-out applies to every person on the account. If you have multiple accounts with us, you must opt-out separately for each account.

11. Changes and revisions to this Online Privacy Policy

By accessing the System, you acknowledge that we have the right to revise and amend this Online Privacy Policy. We will post any changes to this Online Privacy Policy here so that you will always be aware of our privacy practices. Please refer back to this Online Privacy Policy regularly. Your continued use of the System following our posting of any such changes will mean that you accept such changes.

12. California Do Not Track Policy

Some browsers have a “do not track” feature that may transmit “do not track” signals to websites and other online services with which the browser communicates. At this time, we do not currently participate in any “Do Not Track” (“DNT”) systems that would allow us to respond to such browser “do not track” signals.

13. Your California Privacy Rights

If you are a California resident, you have the right to request and receive information regarding the disclosure of your Personally Identifiable Information by us or any of our affiliates to a third party for its direct marketing purposes. Any such requests for information can be made by [contacting us](#).