



California Consumer Privacy Act Disclosure

Updated 7/1/2020

Purpose

This California Consumer Privacy Act Disclosure (Disclosure) is provided by AlumniFi, a tradename of Michigan State University Federal Credit Union (Credit Union), to you. Within this document, the words “we,” “us,” and “our” refer to the Credit Union. The words “you” and “your” refer to any AlumniFi account owner.

This Disclosure explains how we collect, use, and disclose the personal information of California consumers covered by the California Consumer Protection Act of 2018 (CCPA).

Please read this notice carefully to understand our policies and practices regarding your personal information and how we will treat it. This notice is provided pursuant to the CCPA.

Applicability

This Disclosure applies to California consumers. Under the CCPA, a ‘consumer’ is defined as a natural person who is a California resident. Any terms defined in the CCPA have the same meaning when used in this notice.

The CCPA, however, does not apply to certain information, such as information subject to the Gramm-Leach-Bliley Act (GLBA). Our GLBA Privacy Notice can be found at www.alumnifi.org/disclosures. Furthermore, the CCPA shall not restrict our ability to comply with any federal, state, or local laws.

The specific personal information of California consumers that we collect and disclose will vary based on our relationship or interaction with that individual. For example, this notice does not apply to information that we collect about California consumers who apply for or obtain our financial products and services for personal, family, or household purposes.

Collection and Disclosure of Personal Information

As a financial institution, we collect personal information of California consumers that identifies, relates to, or describes a particular consumer or household. The following table displays the 11 categories of personal information as defined in the CCPA and indicates whether we collect any information from each individual category. We have collected the following categories of personal information from consumers within the last 12 months:

CATEGORY	EXAMPLES
Personal identifiers, including those listed in other California statutes	Real name, alias, Social Security number, passport number, other government issued number, Green Card number, driving license number, telephone number, email address, postal address, account name, online identifier, device identifier, IP address
Characteristics of protected classifications under California or federal law	Date of birth, age, gender, military or veteran status, marital status, nationality, citizenship, request for family care leave, request for leave for employee's own serious health condition, request for pregnancy leave
Commercial Information	Records of personal property; products and service purchased, obtained or considered; purchasing or consuming histories or tendencies
Biometric Information	Voice recordings
Internet or other electronic network activity information	Browsing history, search history, information regarding your interaction with a website, application or advertisement
Geolocation data	Any information used to identify your physical location
Sensory data	Audio, electronic, visual
Professional or employment-related information	Title, salary, employment files, references
Non-public education information	Details of your education and qualifications
Inferences drawn from other personal information	Any derivation of information, data, assumptions, or conclusions drawn from any of the above categories used to create a profile reflecting the consumer's preferences, characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, information you provide to us when using any of our products or services or when applying with us for an account.
- Indirectly from you. For example, information about you that we collect in the course of providing services to you.
- From third parties and service providers that interact with us in connection with the services we perform. For example, information we receive from a credit reporting agency when you apply for an account with us from our Websites and Mobile Applications.
- From our Websites and Mobile Applications.

The categories of third parties to whom we disclose personal information for our business purposes described in this privacy disclosure are:

- Vendors and Services Providers who provide services such as data analysis, payment processing, order fulfillment, information technology and related infrastructure, customer service, email delivery, auditing, marketing, and marketing research activities.
- Partners and Third Parties who provide services such as insurance, payment, banking and communication infrastructure, storage, legal expertise, tax expertise, notaries and auditors, who promote us and our financial services and products to customers and other prospective buyers.
- Other Third Parties who enable customers to conduct transactions online and via mobile devices, support mortgage origination and servicing, vehicle loan processes and aggregators (at the direction of the customer). Other Third Parties who enable customers to conduct transactions online and via mobile devices, support mortgage services, vehicle loan processes and aggregators (at the direction of the customer).
- Government Agencies as required by laws and regulations.

Use of Personal Information

We may use or disclose each of the categories of personal information identified above to each of the categories of third parties described in this disclosure for one or more of the following business purposes:

- To fulfill or meet the reason for which you provided the information. For example, when you apply for membership, open an account, or apply for a loan.
- To provide you with services that you request from us. For example, when you deposit money, when you use a debit card issued by us, or when you pay your bills via our online banking site and mobile applications.
- To provide you with email alerts, marketing information, and other notices concerning our products and services, or other news that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts between you and us, including for billing and collections.
- To improve our website and present its contents to you.
- For research, analysis, and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our members, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sale of Personal Information

In the past 12 months, we have not sold personal information subject to the CCPA for monetary or other valuable consideration, including personal information of minors under the age of 16. We do not sell personal information subject to the CCPA of any consumer regardless of age.

Your Rights under the CCPA

The CCPA provides consumers with specific rights regarding their personal information. This section describes your CCPA rights.

(1) Access to Specific Information Rights (Right to Know)

You have the right to request that we disclose certain information to you about our collection and use of your personal information currently and over the past 12 months. Once we receive your request and verify your identity, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you, subject to certain exceptions.
- If we disclosed your personal information to a service provider for a business purpose, we will identify the personal information categories that each service provider was provided.

(2) Deletion Request Rights (Right to Delete)

You have the right to request that we delete any of your personal information that we collected from you and retained. Once we receive and confirm your verifiable consumer request, we will delete your personal information from our records, unless an exemption applies. For example, we will not delete data that falls into one of the following exempt categories, including information needed to:

- Complete a transaction for which the personal information was collected.
- Fulfill the terms of a written warranty or contract between you and us.
- Provide a good or service requested by you or reasonably anticipated within the context of your membership with us.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity.
- Debug to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another member to exercise their right of free speech, or exercise another right provided for by law.
- Enable solely internal uses that are reasonably aligned with the expectations of your relationship with us, or are lawful uses that are otherwise compatible with the context in which you provided the information.
- Comply with a legal obligation.

(3) Be free from unlawful discrimination for exercising your rights under the CCPA (Right to Non-Discrimination)

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

We do not offer certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels.

In some cases, we may not be able to honor your access or deletion request. For example, we will not honor your request if we cannot verify your identity. Additionally, we will not honor your request where an exception applies, such as where your personal information that we maintain about you is not subject to the CCPA's access or deletion rights. We will advise you in our response if we are not able to honor your request due to an exemption provided by the CCPA.

How to Exercise Your Rights

To exercise the access and deletion rights described above, please submit a request to us by either:

- Calling us at 855-955-2965
- Completing and submitting the Form for Requests under the CCPA

Upon submission of your request, we will take steps to verify your identity. The questions we ask to verify identity may vary, depending upon your relationship with us. The information you provide

in response to our efforts to verify your identity will be used solely to verify your request. If we are unable to verify your identity, your request will be denied.

Only you, or a person that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. If you are an authorized agent of a California consumer, you can use either of the two methods mentioned above to submit a CCPA request on behalf of the California consumer for whom you are an authorized agent. Upon receipt of your request, we must verify that the California consumer has granted you with authority to submit a request on their behalf. The steps we take to verify your authority as an agent may vary, depending on how that authority was granted to you. If we are unable to verify that authority as an agent was granted to you, your request will be denied.

Response Timing and Format

We strive to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason for the extension period in writing. We will deliver our written response to you by email or other electronic message. Any disclosures we provide will cover the 12-month period preceding the receipt of the verifiable request. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to your verifiable consumer request unless the request is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. Cost estimates will be prepared based on the estimated hours involved and Research Fee amount based on our current Service Fee Schedule.

Right to Opt-Out of Personal Information Sales

As indicated, we do not sell personal information subject to the CCPA. Given this practice, we are exempt from providing a notice of right to opt-out per the CCPA and its implementing regulations.

Changes to this California Consumer Privacy Act Disclosure

If we make material changes to how we treat consumers' personal information, we will update this Disclosure and post the revised version on this page with a new "Updated" date.

Questions

You may contact us with questions about this CCPA Disclosure by:

- (1) Calling us at 855-955-2965
- (2) Writing us at:

*AlumniFi
Attn: Compliance
3777 West Road
East Lansing, MI 48823*