

## VELOCITY PRIVACY POLICY

Last updated: October 1, 2018

This Privacy Policy describes how we collect, use and share information when you use Velocity Services (as defined in the Master Terms of Use accessible via the footer of this web page). By accessing or using Velocity 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, information regarding products you have purchased or financial information (collectively, "Your Information"), as described in this Privacy Policy. This Privacy Policy applies to our use of Your Information as a result of your using Velocity Services, and does not apply to the following:

- information collected through mediums other than Velocity Services;
- information collected through Velocity Services where a separate privacy policy expressly applies in lieu of (and not in addition to) this Privacy Policy;
- information collected by any person or entity other than us, even if related to Velocity Services (such as a third-party website, content, application or form), unless and until such other person or entity provides such information to us; or
- non-personally identifiable information which, standing alone, cannot be used to determine your identity; provided, however, that if we link such non-personally identifiable information with Your Information in a manner that can be used to determine your identity, then this Privacy Policy will apply.

Please note that the examples listed in this Privacy Policy are illustrations, and are not all-inclusive. In addition to this Privacy Policy, Velocity Services are also governed by other applicable terms and conditions, including our Master Terms of Use and any other documents and policies referred to in our Master Terms of Use (collectively, with this Privacy Policy, our "Terms and Conditions"). For the avoidance of doubt, all of the terms and conditions of our other Terms and Conditions (including the sections titled "We Make No Representations or Warranties Regarding Velocity Services or the Content," "Limitations on our Liability," "Your Indemnification of Us," "Our Remedies," "Legal Disputes," and "Miscellaneous" and all documents and policies referred to in our Master Terms of Use) will apply to this Privacy Policy. To the extent that this Privacy Policy conflicts with our other Terms and Conditions, this Privacy Policy will apply and control. All capitalized terms used and not otherwise defined in this Privacy Policy will have the meanings provided in our other Terms and Conditions.

Please read this Privacy Policy and our other Terms and Conditions carefully prior to accessing or using Velocity Services. By accessing or using Velocity Services, or by clicking to accept or agree to be bound by this Privacy Policy or our other Terms and Conditions, as applicable, 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 of this Privacy Policy, or our other Terms and Conditions, then you should not use Velocity 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, such as the information described below.

### Information You Provide

From time to time, you may, directly or indirectly, provide us with Your Information. Instances where you may provide Your Information include making calls into our call center, redeeming Points for Rewards, creating, manipulating or updating accounts on or through Velocity Services, completing surveys, purchasing other products or services, participating in web or social media commenting pages, blogs, messaging, chat rooms, bulletin boards, and other forums ("Forums") or submitting User Generated Content, accessing our Wi-Fi System or other systems and platforms in connection with Velocity Services, signing up for Promotions or to receive newsletters or other materials for any reason associated with our business.

For example, when you redeem Points for Rewards, you will provide information regarding the Rewards you are selecting, as well as your first and last name, telephone number and e-mail address. In addition, when you make purchases, you may provide your physical address, including zip code, and credit card or other payment information.

A few other situations in which you may provide Your Information include:

- when you fill out forms or fields, or upload documents or data on or through Velocity Services;
- when you communicate with us, or request information about us or any Velocity Service, whether via e-mail or other means; and
- when you participate in marketing initiatives, including Promotions.

Information that You Generate Using Our Communications Features. Velocity Services may allow you to communicate, share or post information with us as well as other users through our Forums. For instance, you may participate in message boards, post public comments, send private messages, chat with other users and contribute, publish, post, submit, transmit or display information, statements and other content ("User Generated Content"). You expressly acknowledge and agree that we may access in real-time, record and store archives of any User Generated Content on our servers to make use of them in connection with any Velocity Service.

Information Third Parties Provide. From time to time, you may interact with third-party sources in connection with Velocity Services and we may therefore collect information about you from these sources. Third-party sources may include social media websites (i.e., Facebook, LinkedIn, Twitter, Instagram, Snapchat or others), blogs, other users, our third-party service providers and our other business partners. For example, if you use, access or interact with any Velocity Service on or through a social media website or any features of such social media website (such as a Facebook Like button), then we will receive certain information about you from the social network automatically. The information that we will receive depends on the social network and your privacy settings.

Additionally, if you apply for certain financial products through Velocity Services, we may receive certain information about you from financial institutions, credit bureaus, and other third party sources in connection with processing or fulfilling your financial product request.

Any information about you that we collect from such third-party sources will be subject to the terms and conditions of this Privacy Policy and may also be subject to the privacy policies and practices of such

sources. You should review all terms of use and privacy policies of such sources prior to disclosing information to them. If you have any questions about how these sources use 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 Velocity Services (such as details of how and when you used Velocity Services, how you interact with Velocity Services, your login information, resources that you access, your Internet protocol address, your browser type and your device type), as well as your preferences.

Device Information. When you access or use Velocity 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 Velocity 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.

Location Information. We may collect your location information in several ways. For example, we may collect your location information (as applicable): (i) if submit your zip code to us on or through any Velocity Service; (ii) if you enable the collection of location information on your device; (iii) if a third party provides your location information to us; or (iv) through the use of other technologies. Our access to your location information may depend on your privacy settings. Most mobile devices provide users with the ability to disable location services. Most likely, these controls are located in the device's settings menu. If you have questions about how to disable your device's location services, we recommend you contact your mobile service carrier or your device manufacturer.

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 Velocity 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 Velocity 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 Velocity 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 Velocity Services and (iv) compile other information regarding use of Velocity 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 may affect your ability to use Velocity Services.

Network Advertising. From time to time, we may participate in or use advertising networks, such as third-party advertising servers, advertising agencies, technology vendors and research firms. We may use these third-party advertising networks for marketing, advertising and promotional purposes, as well as to serve advertisements to you. Advertising networks often gather data about consumers who view advertisements to make inferences about a consumer's interests and preferences, which enables such networks to deliver advertisements directly targeted to the consumer's specific interests. This practice is often referred to as "online behavioral advertising." For example, a third-party advertising network might collect the type of Internet browser you use, the type of computer operating system you use, the domain name of a website you visit, whether or not you visit specific pages of a website, the location of your Internet service provider's presence, the date and time of a visit to a website and other interactions between you and a website. Please see the "Online Behavioral Advertising" subsection of the "Choices About How We Use and Disclose Your Information" section below to read about how you can prevent certain third-party advertising networks from collecting information about you.

Third-Party Content. Some content or applications, including advertisements, may be served by third parties on Velocity Services, including advertisers, ad networks and servers, content providers and application providers. These third parties may collect information about you when you use Velocity Services. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

## **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.* For example, we might (i) confirm and complete Transactions requested by you (including, without limitation, Transactions involving your applying for financial products), (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, postal or other communications with Velocity Service updates, reminders, Promotions, surveys, offers, personalized information and other information from us or our business partners.
- *Analyze, improve and manage Velocity Services and operations.* For example, we might (i) obtain feedback regarding Velocity Services, (ii) understand and anticipate your needs and preferences, (iii) better understand your use of Velocity Services, (iv) customize and tailor Velocity Service content and advertising, (v) improve our marketing and promotional efforts, (vi) engage in statistical analysis, or (vii) provide feedback or information to our business partners, vendors, advertisers 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 (including any terms and conditions incorporated or referenced in 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 Velocity Services.
- *Display advertisements to third parties' target audiences.* For example, in the event that we display third-party advertisements on or within any Velocity Service, if you click on or otherwise interact with such an advertisement, the applicable third party may assume that you meet its target criteria.

### 3. How We Disclose Your Information

General Disclosure of Your Information. We may 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 insurance provider);
- to our affiliated companies, subsidiaries and their respective employees, agents and representatives involved in delivering Velocity Services and other products and services to you;
- to our third-party vendors within or outside of 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, internal marketing, delivery of promotional, marketing and transaction materials and maintenance and security;
- to third parties in order to process payment or collect on your account;
- to fulfill the purpose for which you provide it (e.g. to process or fulfill a request for a financial product);
- at your request;
- to third parties when you engage in certain activities through any Velocity Service that are sponsored by such third parties, such as purchasing products or services offered by a third party, electing to receive information or communications from a third party or electing to participate in contests, sweepstakes, games or other programs sponsored, in whole or in part, by a third party;
- to third parties that are interested in contacting you or providing offers to you that may be related to any Velocity Service or to products or services you may find of interest;
- 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).

Please note that the list above is not exhaustive and that we may, in our sole discretion, share, loan, rent, sell or otherwise disclose information we collect from you to third parties at any time, for any lawful purpose, without notice or compensation to you.

When we disclose Your Information to third parties, Your Information will become permanently subject to the information use and sharing practices of the third party, and the third party will not be restricted by this Privacy Policy with respect to its use and further sharing of Your Information. Such third parties may further disclose, share and use Your Information. By submitting Your Information to us, you expressly consent to such disclosure and use of Your Information. If you do not want Your Information shared as described above, then you should not provide us with Your Information.

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).

Sharing with Friends. If you use any functionality of any Velocity Service allowing you to send, share or communicate content, information or material to a friend, then please be aware that: (i) we may display your e-mail address or other mode of communication to your friend; and (ii) we may use any information that you provide about your friend to facilitate the communication and as otherwise set forth in this Privacy Policy.

Promotions. Please refer to the official rules and privacy policy for each individual Promotion (if any), as well as this Privacy Policy and our Terms and Conditions, for our specific policies regarding information sharing and disclosure pursuant to that Promotion.

Unsolicited Information. All unsolicited information that you provide to us through Velocity Services or through any other means, including information posted to any public areas of any Velocity Service, such as bulletin boards, any ideas for new products or modifications to existing Products and other unsolicited submissions, is deemed to be non-confidential and we are free, and you hereby grant us the right, to reproduce, use, disclose and distribute such unsolicited information to others without limitation and without any requirement to provide notice, attribution or compensation to you.

Circumvention of Security Measures. Please be aware that methods of transmission and electronic storage are not completely secure. We cannot guarantee the privacy or security of Your Information or any voice or data transmissions, as third parties may unlawfully intercept or access transmissions or electronic storage. Further, we are not responsible for circumvention of any privacy settings or security measures of any Velocity Service. Therefore, (i) you use each Velocity 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. In the event that an unauthorized third party compromises our security measures, we will not be responsible for any damages, directly or indirectly, caused by an unauthorized third party's ability to view, use, disclose or disseminate Your Information.

User Generated Content. You are responsible for your User Generated Content. Your User Generated Content is provided entirely at your own risk. Without limiting the foregoing, we may not be able to control, and are not responsible for, (i) who has access to your User Generated Content; or (ii) the actions

of third parties who do receive access to your User Generated Content. You understand and acknowledge that, even after removal, copies of your User Generated Content may remain accessible to third parties, such as in cached or archived pages. Proper access and use of information provided on or through Velocity Services, including User Generated Content, is governed by our Terms and Conditions.

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 any Velocity Service) to an affiliate or independent third party at any time, for any lawful purpose, without notice or compensation to you.

#### **4. Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding Your Information that you provide to us. Below are some mechanisms that provide you with control over certain 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 Velocity Services may then be inaccessible or may 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 Velocity Services) through your account settings or, to the extent applicable, by using the unsubscribe process at the bottom of such communication or by e-mailing us at [unsubscribe@myvelocity.com](mailto:unsubscribe@myvelocity.com). We will remove you from our marketing lists within a reasonable period of time and as required by applicable law. If you opt-out from receiving our marketing communications, you may continue to receive service-related communications, such as communications that are essential to your transactions on or through Velocity Services.
- *Accessing and Correcting Account Information.* If any Velocity 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 Velocity Service, visiting your account profile page and making changes.
- *Online Behavioral Advertising.* Certain third-party advertising networks that deliver behavioral advertising are members of the Network Advertising Initiative (“NAI”). You can prevent NAI member companies from collecting preference data about you by clicking [here](#) and following the NAI’s directions. Note that if you opt-out through the NAI, you will still receive advertising. In addition, if you opt-out through the NAI and later delete your cookies, use a different browser or buy a new computer, you will need to renew your opt-out choice.

## **5. Information that You Disclose to Third Parties**

Velocity Services, as well as the e-mail messages sent with respect to any Velocity Service, may contain links or access to websites operated by third parties that are beyond our control. Links or access to third parties from Velocity 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. Operation of Velocity Services in the United States**

Velocity Services are controlled, operated and administered by us from our offices within the United States. Your Information may be processed by us in the country where it is collected as well as other countries (including the United States) where laws regarding processing of Your Information may be less stringent than the laws in your country. By using any Velocity Service or providing us with Your Information, you consent to this transfer and processing.

## **7. Children's Information**

You may only access and participate in Velocity 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; or (ii) the parent or legal guardian of a minor at least 13 years of age and have the legal right to consent to and do hereby consent to this Privacy Policy and our Terms and Conditions on behalf of that minor.

We do not knowingly collect personally identifiable information by anyone under the age of 13 and you should not provide us with any information regarding any individual under the age of 13. If we learn that we have inadvertently gathered information from anyone under the age of 13, 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 suppress 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.

## **9. How to Contact Us**

If you have questions or concerns about our privacy practices or wish to make a request regarding Your Information, please contact us at: [legal@myvelocity.com](mailto:legal@myvelocity.com).



## **YOUR CALIFORNIA PRIVACY RIGHTS**

We value the trust we have built with our guests and we are dedicated to treating your personal information with care. If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding our disclosure of your personal information to third parties for the third parties' direct marketing purposes. We also provide guests with a cost-free means to opt-out of our sharing your information with third parties with whom we do not share the same brand name, if the third party will use it for their direct marketing purposes.

If you are a California resident under the age of 18, and a registered user of any site where this policy is posted, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. Please understand that your request does not ensure complete or comprehensive removal of content or information posted online and that the law may not permit or require removal in certain circumstances even if requested.

To make such any such request, please send a written request including as applicable, the specific content or information requested to be removed, via e-mail to [legal@myvelocity.com](mailto:legal@myvelocity.com), or write us at:

Velocity Services  
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. Please also understand that under California law, businesses are only required to respond to a request once during any calendar year. We reserve the right not to respond to requests submitted other than to the address specified above.

For more information about our privacy and data collection policies, you may wish to review our Privacy Policy.