

## ACIB Digital Privacy and Cookies Policy

These website terms of use (these "Terms") govern your access to and use of the Site.

These Terms constitute an agreement between any person who accesses or uses the Site ("you" or "your") and Alliance Capital (ACIB) . ("Bank," "Alliance Capital ," "we," or "us").

**BY ACCESSING THE SITE, YOU AGREE TO THESE TERMS.** If you do not agree with these Terms, do not access this Site.

**THESE TERMS ARE SUBJECT TO CHANGE.** Any changes will be incorporated into

these Terms posted to this Site from time to time. Your access to or use of the Site after such a change means you agree to the revised terms.

**TO THE EXTENT PERMITTED BY LAW, WE RESERVE THE RIGHT TO TERMINATE ANY OR ALL SITE ACCESS OR USE AT ANY TIME AND WITHOUT PRIOR NOTICE TO YOU.**

### What Is the Site?

The "Site" includes the Alliancecapitalbank.com website and any other websites owned, controlled, or licensed by Alliance (ACIB) and/or any of its subsidiaries or affiliates. The Site also includes any information, functionality, or services ("Services") made available through such website access or use.

**THE INFORMATION, FUNCTIONALITY, AND SERVICES MADE AVAILABLE THROUGH THE SITE, AND THE TERMS AND CONDITIONS OF THE ACCESS TO AND USE OF SUCH INFORMATION, FUNCTIONALITY, AND SERVICES, ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE EXTENT PERMITTED BY LAW.**

### Introduction and scope of policy

This ACIB Digital Privacy and Cookies Policy ("Policy") applies to your interaction with ACIB & Company or any of its subsidiaries (collectively, "ACIB," "we," "us," "our"), at any online or mobile site or application that we own and control ("Site"), unless a different online and/or mobile or other privacy policy is posted at a particular site, or is made available to you and by its terms supplants this Policy. Other privacy policies may also apply in addition to the terms of this Policy.

### Additional privacy policies and notices

You may also receive an additional privacy notice in connection with your use of a particular product or relationship with a specific business.

Information on these accounts is not shared for marketing purposes without specific consent. This Policy also explains certain data use and data protection functionalities and practices of our online ads, such as banner ads, on third party sites. Please note that where we have another type of presence on a site owned by a third party, such as a page or handle on a social media site, that third party's privacy policy and terms of use, rather than this Policy, will govern, unless specifically stated otherwise.

### Agreement to policy

By using a Site or interacting with a ACIB advertisement or page or account on a third party site, you consent to this Policy, including your consent to our use and disclosure of information about you in the manner described in this Policy.

### Types of information

You may interact with us in a variety of ways online, including through a mobile device. We may offer sites or applications that permit browsing and do not require registration. We may also offer the ability to enroll, register or access your accounts online. Information that we may collect about you through online interaction includes information that you input, such as your name, address, email address, other contact information; data resulting from your activity, such as transaction information; location information. We may also gather additional information, such as the type of device and browser you are using, the IP address of your device, information about your device's operating system, and additional information associated with your device. We may also gather information collected through cookies, tags, and other technologies, as described further below.

### **About "cookies" and Ad Choices on third party sites**

Cookies are pieces of data stored on your device. Browser cookies are assigned by a web server to the browser on your device. When you return to a site you have visited before, your browser gives this data back to the server. Mobile applications may also use cookies.

We use cookies and information gathered through their use to make your experience with ACIB and certain other sites richer and more personalized based on the products, services, or other interaction you have with us and other sites. Information gathered through use of cookies may be used to make offers to you via online ads, email, or telephone, subject to the privacy preferences you have on file with ACIB.

If you use multiple browsers or devices, information that we collect about you from one particular browser or device may be used to provide advertising or collect information on another browser or device. Information may also be transferred to a third party for advertising or information collection on behalf of ACIB. Please note that your choice to opt out on a particular browser or device will apply only to the collection and use of information from that particular browser or device. Opting out on a particular device will not opt you out of information collection on other devices, nor will it limit cross device sharing on those other devices.

Industry standards are currently evolving and we may not separately respond to or take any action with respect to a "do not track" configuration set in your internet browser.

Other parties that may collect information about your web browsing behavior when you use our Site are generally limited to service providers who may only use any information collected to provide services and marketing for us and not to provide services or advertising for any other party. Note, however, that we also provide certain widgets or tools on our sites that allow you to interact with third parties who provide these features, such as tools that allow web surfers to easily share information on another platform, such as a social media platform. At other times, information from a third party may be embedded on our Site, such as a map. These widgets, tools, and informational items often function through the use of third party cookies utilized by the third party site, such as the social media platform. As a result, these third parties may have access to information about your web browsing on the pages of our Site where these widgets, tools, or information are placed. You may wish to review information at third party sites, such as social media platforms where you have an account, to determine how these third parties treat data that they obtain through the use of cookies.

We also use cookies for purposes such as maintaining continuity during an online session; gathering data about the use of our Site; monitoring online promotions; and anti-fraud and information security purposes.

### **Do you have to accept cookies?**

You may be able to set your browser to reject browser cookies. However, if you choose to reject cookies, you cannot access your accounts online with ACIB. Therefore, if you set your browser options to disallow cookies, you will limit the functionality we can provide when you visit our Site. The latest versions of internet browsers provide cookie management tools, such as the ability to delete or reject

cookies. We recommend that you refer to information supplied by browser providers for more specific information, including how to use these tools.

### **Additional cookies**

Cookies is a term also used to describe other locally stored objects, such as cookies stored in an Adobe folder on your device. These cookies will not be deleted when you clear cookies from your browser. We may use this technology for purposes such as information security and fraud prevention. We do not use this technology for online behavioral advertising purposes. Please refer to information provided by Adobe for information on how to disable and control Flash objects. If you choose those options, you may limit the functionality we can provide when you visit our Site.

### **Additional technologies**

We may also use additional technologies such as pixel tags, web beacons, and clear GIFs, and may permit our third party service providers to use these technologies. We use these technologies for purposes such as measuring the effectiveness of our advertisements or other communications, determining viewing and response rates, and determining which offers to present to you on our own or on third party sites.

### **Using information**

In addition to the uses described above, we use information for purposes as allowed by law such as: servicing; communicating with you; improving our Site, products, or services; legal compliance; risk control; information security; anti-fraud purposes; marketing or personalizing the presentation of our products and services to you; tracking website usage, such as number of hits, pages visited, and the length of user sessions in order to evaluate the usefulness of our sites; and using read-receipt notifications in our email communications.

### **Sharing**

We may share information with service providers with whom we work, such as data processors and companies that help us market products and services to you. When permitted or required by law, we may share information with additional third parties for purposes including response to legal process. As applicable, please see the additional privacy policies referenced above.

### **Children's privacy**

Our Sites are not directed to children under the age of 13, and they do not knowingly collect personal information from such children.

**Who Can Use the Site?** In order to use the Site, you agree, represent, and warrant the following:

- You are at least 13 years old (for all purposes);
- You are not on any U.S. Government list of prohibited or restricted parties; and
- You are not attempting to access to the Site from any country under sanctions by the Office of Foreign Assets Control (OFAC).

**Note:** Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Site from one of these countries may result in your access being restricted and/or terminated.

**What Restrictions Apply to Your Use of the Site?** We want our Site to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, except as otherwise expressly provided in these Terms, you agree to the following:

- **No Copying, Sublicensing, or Exercising Any Right Not Given.** You will not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute in

any way, including "mirroring", to any other computer, server, website or other medium any part of the Site for any reason without Alliance (ACIB)'s express prior written consent. Additionally, you will not sublicense or otherwise transfer any rights you may have under these Terms. Alliance (ACIB) does not grant you any rights to the Site except for those that are expressly granted in these Terms.

- **No Reverse-Engineering or Unintended Use.** You will not decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Site, or use the Site to develop similar functionality. Additionally, you will not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to bar any such activity.
- **No Unauthorized Access.** You will not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Alliance (ACIB) server, by hacking, password "mining," or any other means.
- **No Vulnerability Testing.** You will not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.
- **No Visitor Tracking or Access to Others' Information.** You will not reverse lookup, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Alliance (ACIB), including any Alliance (ACIB) account not owned by you, to its source, or exploit the Site or any Service made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- **No Unreasonable System Load.** You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Alliance (ACIB)'s systems or networks, or any systems or networks connected to the Site or to Alliance (ACIB).
- **No Interference with Proper Operation.** You will not to use any device, software, routine, or other action to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site. You will not use the Site in any way that is likely to result in retaliation against Alliance (ACIB).
- **No Disguise or Impersonation of Identity.** You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Alliance (ACIB) or others on or through the Site. You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- **No Unlawful or Otherwise Prohibited Use.** You will not use the Site for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Alliance (ACIB) or others. You will not use the Site in any way that violates any applicable federal, state, local, or international law or regulation.

**What May Disrupt the Site Availability and Who is Responsible?** Access to and use of the Site may from time to time be delayed, interrupted, or unavailable due to, among other things:

- Hardware failure, including failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;

- Software failure, including bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities;
- Cyber-attack, including the introduction of malicious code by a third-party;
- Severe weather, earthquake, war, insurrection, riot, civil commotion, terrorism, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disaster;
- Interruption (whether partial or total) of utility service, including power supplies;
- Stoppage (whether partial or total) of labor, including strike;
- Legal, regulatory, or governmental restrictions, including exchange rulings, court or tribunal orders, or other human intervention; or
- Any other cause whatsoever beyond the control of Alliance (ACIB) (whether similar or dissimilar to any of the foregoing).

We shall not be liable for any claim arising from or related to any such delay, interruption or unavailability of the Site, for whatever reason. In the event of service disruption, your data may be lost or destroyed. Any Site action(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Site to ensure the accuracy and completeness of such action(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

#### **Policy updates and effective date**

If we make updates to this Policy, we will update the Policy with the changes and revise the “date of most recent update” posted at the top of this Policy. Any updates to the Policy become effective when we post the updates on the Site. Your use of the Site following the update to the Policy means that you accept the updated Policy.