

# **Auto Credit Accept, LLC.**

## **SECURITY AND PRIVACY POLICY**

### **Nonpublic Personal Information and Customers Credit Information**

Auto Credit Accept, LLC., doing business as d/b/a: ACA through their internet web sites at <http://www.autocreditaccept.com> including other web links thereof and here in after known as ACA. Your use of their web site and the applications, services, information and other materials available on and through their web site (such applications, services, information, other materials, and the web site itself shall be referred to as the "Site") and may include certain nonpublic personal information, certain personally identifiable information and customers credit information relating to the customers of ACA or of associated Banking Institution, Lender, Motor Vehicle Dealer and or their end users are subject to the security and privacy as set forth herein (collectively, the "Security and Privacy Policy").

This information is governed by Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.), ("GLBA") as well as the Federal Fair Credit Reporting Act (15 U.S.C. § 1681(b)) ("FCRA") as amended by the Consumer Credit Reporting Reform Act of 1996, and as amended by the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act").

The FCRA and the GLBA requires ACA to implement a privacy policy and prohibits it from disclosing the Customers' nonpublic personal information, personally identifiable information or their credit information to nonaffiliated third parties except in certain limited situations. In carrying out its legal responsibilities, ACA also enters into a contract with their service providers that ensures that they in turn will not disclose or use this information other than to carry out the purpose for which the Customer disclosed it.

**Nonpublic Personal Information or "NPI":** means any information ACA receives that: (i) relates to any Customer; or (ii) relates to any transaction between a Credit Bureau and or their providers as well as Banking Institution, Lenders and Motor Vehicle Dealers. NPI shall include, but is not limited to: (1) application information, medical information, and or account information; (2) a Customer's name and address; (3) any other Customer information that may be determined to be subject to provisions of the GLBA, or regulations adopted thereunder, or any other applicable federal or state law.

**Consumer Credit Information or "CCI":** means any customer credit information ACA receives that: (i) relates to any Customer; (ii) relates to any transaction a Customer may have between Banking Institution, Lenders and Motor Vehicle Dealers or its credit information and database providers; or (iii) is compiled in any consumer report. CCI shall include, but is not limited to: (1) application information and or account information relating to a Customer; (2) a Customer's name, aliases, current and previous addresses, phone number, Social Security number, date of birth and current and previous employers and sometimes a Customer's spouse's name; (3) consumer report information relating to a Customer; (4) Federal district bankruptcy records and state and county court records of tax liens and monetary judgments relating to a Customer; (5) specific information about each Customer account, such as the date opened, credit limit or loan amount, balance, monthly payment and payment pattern during the past several years relating to a Customer; (6) the names (and sometimes addresses) of those who have obtained a copy of a Customer's credit report; (7) statements of dispute from both consumers and creditors, reporting the factual history of an account relating to a Customer; or (8) any other Customer information that may be determined to be subject to provisions of the FCRA, or regulations adopted thereunder, or any other applicable federal or state law.

**Use of Nonpublic Personal Information and or Consumer Credit Information.** ACA agrees to use NPI and or CCI solely for the purpose of performing under its contractual arrangement with each Banking Institution, Lenders and Motor Vehicle Dealers they are associated with and agrees not to use, sell, reveal, disclose or disseminate in any way, NPI or CCI for its own purposes, except as disclosed, agreed upon or necessary to perform under such contractual agreements.

### **Prohibition on Disclosing Nonpublic Personal Information.**

- a. Except as permitted by this Section, ACA shall not disclose, directly or indirectly, NPI to others. ACA may permit its employees, officers, agents to NPI only as needed to perform under its contractual obligations with Banking Institution, Lenders and Motor Vehicle Dealers and or their service providers. ACA shall take such steps as are reasonably necessary to assure the confidentiality of NPI, including informing its employees, officers, agents, service providers and subcontractors of ACA's obligation to maintain the confidentiality of NPI as required by law and this Agreement. A Customer may, at its expense, upon prior written notice, at a mutually convenient time and during normal business hours, audit ACA's use and protection of their NPI and ACA shall cooperate in any examination of such matters by Customer or its regulators. Compliance with this Agreement shall not relieve ACA of any obligation imposed upon it by the FCRA, the GLBA or any other applicable law.
- b. ACA may disclose NPI as necessary to its auditors, accountants, legal counsel and governmental regulators or as permitted by the FCRA and GLBA and any regulations thereunder. If ACA must make any such disclosures, it shall take all necessary steps to ensure that the information disclosed is not re-disclosed by the party which received the information, except as permitted by applicable law.

### **Prohibition on Disclosing Consumer Credit Information.**

ACA acknowledges that under the FCRA, any person or entity who knowingly and willfully obtains, retains, diverts, uses or disseminates information on a consumer from a consumer reporting agency wrongfully or under false pretenses shall be fined under Title 18, or imprisoned not more than two years or both.

ACA agrees to take all reasonable precautions to ensure that consumer credit and other information on individuals (including scores) will be held in strict confidence, disclosed only to those of its employees, officers, agents, service providers and subcontractors, whose duties reasonably relate to the legitimate business purpose for which the information was requested, and not disclosed to any other person in whole or in part unless required by valid subpoena or court order.

Consumer Credit Information on Customers governed by the FCRA and received by ACA shall be held in strict confidence and is never to be reproduced, revealed or made accessible in whole or in part to any third party unless permitted per written agreement or required by applicable law.

ACA will place all devices used to obtain, transmit or view consumer credit information in a secure location within its facility or the secure facility of its internet provider. These devices will be secured, placed in a cabinet, locked and monitored 24 hours per day so that unauthorized persons cannot access them.

ACA agrees to shred or destroy all hard copy consumer credit reports and to erase or scramble electronic files containing consumer credit information within six (6) months after receipt.

**Security Standards.** ACA agrees to maintain physical, technical and administrative safeguards reasonably designed, taking into account the circumstances of ACA's business, to: (a) ensure the security and confidentiality of NPI and CCI; (b) protect against any anticipated threats or hazards to the security or integrity of NPI and CCI; and (c) protect against any unauthorized access to or use of NPI and CCI which could result in substantial harm or inconvenience to any Customer. ACA further agrees to establish safeguard programs that includes the following elements: (i) designate employee(s) to coordinate the program; (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of NPI and CCI that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information; (iii) assess the sufficiency of any safeguards in place to control these risks; (iv) include employee training and management, include an assessment of information systems and network and software design as well as information processing, storage, transmission and disposal; (v) include a process to detect, prevent and respond to attacks,

intrusions or other systems failures; (vi) regularly assess and test the risks and monitor the effectiveness of the controls and procedures; (vii) make sure its agents, service providers and subcontractors have systems in place capable of maintaining similar safeguards; and (viii) evaluate and adjust the program in light of the results of the testing and monitoring. ACA shall notify each Customer promptly of any improper use or disclosure of NPI and CCI or significant attempt to breach their NPI and CCI security safeguards, and cooperate with Customer in investigating and correcting such disclosure or attempt. ACA agrees to provide Customer, if requested, with any internal or external audits or reviews of its information security procedures and practices, and to otherwise certify, if requested, as to the status and adequacy of its information security procedures and practices.

**Return of Information.** Upon the termination of a contract between ACA and a affiliate Banking Institution, Lender or Motor Vehicle Dealer, or upon an affiliates prior written request and expense, ACA shall: (a) promptly destroy all of the affiliates Customers NPI and CCI in its possession and certify in writing that all such NPI and CCI has been destroyed and not retained in any form as long as such action is in full compliance of FCRA. In the event of ACA's bankruptcy or dissolution, ACA acknowledges all NPI and CCI is owned by and the property of each affiliate.

**EEO Notice.** ACA agrees to comply with all applicable federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated herein by reference. Compliance with these clauses may require ACA or its agents and subcontractors, to annually file certain reports (e.g., the EEO-1 Report and VETS-100 Report) with the federal government and may require ACA or its agents and subcontractors, to develop written affirmative action programs for women and minorities, covered veterans and/or persons with disabilities. ACA will endeavor to provide this notice and include this provision in its contracts with third parties hired to assist ACA to perform its obligations under its arrangements and contract(s) with Customer.