PRIVACY POLICY

Updated 10-08-2026

Privacy Policy

This Privacy Policy describes how FINSYNC, Inc., its affiliates, and its subsidiaries ("FINSYNC," "we," and "us") use information about you and your business. It applies to everyone who: visits our websites that link to this Privacy Policy (the "Site"); uses our online services or any of our described online activities we own or control that link to this Privacy Policy (collectively, our "Platforms") - or otherwise uses the services we provide (collectively, the "Service"). For more information regarding the Service, please review our **Terms of Service** (the "Terms").

Key terms:

- In this Privacy Policy, we refer to "you" as a visitor to our Site, user of our Platforms, and/or the individual, who is responsible for the account(s) you create using our Service (the "User" as defined in our **Terms**).
- If you designate any other individual to be responsible for the Service, such as your spouse, employee or other authorized user (as defined in the **Terms**) or other secondary approver (defined in the **Terms**), "User" also includes that individual.

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Types of Information We Collect and How

We collect the following categories of personal information:

- **Identifiers and contact details:** such as name, postal addresses, email addresses, user account names, telephone numbers, or other addresses at which you are able to receive communications.
- **Official identification information:** such as Tax Id, government issued Business License, and/or any related information that is necessary to comply with legal obligations.
- **Transaction information:** such as bank transactions, credit card purchases/payments, loan transactions/payments made with the Service, to include transaction history and account balances.
- **Financial information:** such as transaction information and account numbers pertaining to financial accounts you choose to link to the Service.
- **Internet and usage information:** such as internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), clicked pages and any other information about how you use the Service.
- **Communications with us and information you provide:** such as any customer service requests you initiate and other information you choose to provide to us through the Service, such as any images or files submitted or posted.
- **Preferences:** such as marketing preferences and inferences about any Service you may be interested in.

We collect personal information from a variety of sources, including:

- **From you:** including identifiers and contact details, demographic information, financial information, location information, communications with us, and preferences.
- **Automatically, from your devices:** including internet and usage information, some of which we collect via cookies and other similar technologies as described below, and other information about how you use the Service.
- **Other third parties:** including information we receive from:
    - Financial institutions , entities that operate any financial accounts or products that are related to the Service.
    - Financial service providers , including Finicity/Plaid, which allow us to verify you own the bank account you elect to use as a source for the Service/Platform.
    - Business and advertising partners that provide us with information to allow

us to better tailor the Service to you.

Cookies and Other Similar Technologies
Like many digital platforms, we and our third-party service providers may collect certain information automatically using cookies and other similar technologies to help us manage, improve and customize our features and functionality.
We use the term " cookies and other similar technologies " to refer to small data files, including cookies, pixel tags, and/or other technologies provided by your browser or associated applications. You are free to decline optional cookies and similar technologies if permitted by your computer, browser, mobile phone, or other device, although doing so may affect your use of the Service.

How We Use Personal Information

We use personal information for the following purposes:

- **To create, fund, maintain, customize, improve, and secure the Service, or otherwise provide services you request.** This includes:
    - Processing and analyzing account transactions and payments, and notifying you about them;
    - Providing customer support and delivering Service update notices, answering questions and responding to requests, and otherwise communicating with you;
    - Testing, personalizing, developing and improving the Service, including for analytics and to create new algorithms or other tools, so we can better cater to your interests;
    - Administer surveys, or any other promotional activities sponsored by us or our partners;
- **To market our products and services**, including:
    - Direct marketing,such as sending direct marketing communications as permitted by law, including by email or text messages;
    - Referrals , such as facilitating, managing and confirming referrals from you, and our business partners; and
    - Interest-based advertising,such as engaging third-party advertising companies and social media companies to display ads promoting our and other services across the web. We do not use any third-party advertising technologies within our Service/Platform.
- **To maintain the security and integrity of the Service, our technology, assets and business**, including:
    - Detecting, preventing, and investigating fraud or other illegal activities;
    - Evaluating, monitoring and auditing the security of the Service, and troubleshooting and debugging;

- Performing identity verification on our own behalf and on behalf of regulated business partners and;
- Enforcing our **Terms** , including to prevent potential breaches.

To comply with applicable laws, including responding to law enforcement requests and as required by applicable law, court order, or governmental regulations.

How We Share Personal Information

We do not sell personal information. We may share personal information as follows:

- **Within your User's** . Information you provided may be accessible to other users you have granted access to the Service. For example, you and any authorized approver you authorize will be able to see the account activity on the Service, and the authorized approver may be able to see certain information about you, such as your name and accounts.
- **Processing transactions** . To process payments and other transactions on the Service, we share only necessary information with the person/business you are paying or from whom you are receiving a payment.
- **Service Providers** . We engage with select service providers who provide services to support our operations such as: open banking interface providers (like Finicity/ Plaid); payment processors (including merchant acquirers and automated clearinghouse (ACH) payment processors); identity verification services; cloud hosting providers (like AWS/CloudFlare); and other service providers pursuant to written agreement with us.
- **Business and Safety Partners** . We may share your personal information with our business partners, including partner financial institutions, as well as with affiliates, to provide you with a product or service you request.
- **Mobile Information Non-Sharing:** Notwithstanding any other provision in this policy, mobile phone numbers and text messaging opt-in/consent data will not be shared, sold, or provided to third parties, partners, or affiliates for marketing or promotional purposes.
- **Other Parties** . We share personal information when we have reason to believe that disclosing the information is necessary to prevent fraud, damage to person or property, protect and secure our business, assets, user accounts or enforce legal rights or comply with subpoena, court order, legal process or obligations, including as needed to support auditing, compliance, and corporate governance functions. We also share personal information as needed if that information is requested by law enforcement agencies or if we are required to do so by law or court order. When you use the Service to grant access with individuals outside of your business, those individuals may be able to see your name and/or username, and any other information you choose to share.
- **Advertising Networks and Analytics** . We may allow advertising networks to collect information on our Site for the purposes of serving ads that are more relevant. We also work with partners that assist us with ad campaign measurement and analytics on our Site and Platform.
- **Successor Entities** . We may disclose or transfer your personal information to a

successor entity in the event of a corporate merger, divestiture, consolidation, reorganization, sale of assets or other corporate changes respecting FINSYNC (including, in connection with a bankruptcy or similar proceedings), and in connection with due diligence and negotiations relating to any such transactions.

We may also share personal information if the information has been aggregated, de-identified, or otherwise does not identify you personally, and otherwise with your consent.

Your Choices and Privacy Rights

Your Choices
We provide you with the following choices.

- **Marketing Preferences** . Each recipient of our marketing emails may unsubscribe from the emails from within each marketing email, but please note that you may continue to receive transactional emails with FINSYNC account-related information, even if you opt-out of marketing emails.
- **Email and Text Message Communications**
    - **Email:** By accepting these Terms, you consent to receive emails from us at the email address you provide. We may send you account notifications, service-related communications, customer support messages, and, where permitted by applicable law, marketing and promotional emails. You may opt out of marketing emails at any time by using the unsubscribe link included in the email.
    - **Text Messages**: By accepting these Terms and providing your mobile phone number, you consent to receive text messages (SMS) from us. We may send you account notifications, service-related communications, customer support messages, and, where permitted by applicable law, marketing and promotional text messages. Message and data rates may apply. You may opt out of marketing text messages at any time by replying STOP.
    - If you opt out of marketing communications, we may still send you emails and text messages related to your account, your use of our services, or as otherwise required to provide our services or comply with applicable law.
- **Update Your Information** . You can edit or update personal information in your account by reviewing the account settings and profile across the family of accounts. It is your responsibility to make sure that personal information is accurate. You should promptly update your personal information if it changes or becomes inaccurate.
- **Closing Account(s) and Deletion of Personal Information** . As the primary account holder, you can cancel your subscription to the Services/Platform within the settings of the Service/Platform or by emailing/calling FINSYNC Customer Service at support@finsync.com or 1.800.699.6484. If you cancel a subscription, the account will no longer be accessible, but we may retain personal information from the account to collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud, enforce the **Terms**, or take other actions as required or permitted by law.

Ghostery, or **uBlock Origin**, and configuring them to block third party cookies/trackers, be advised that use of such tools can effect certain behaviors of the Service/Platform.

- Advertising industry opt-out tools . You can also use these opt out options to limit use of your information for interest-based advertising by participating companies:
  - Digital Advertising Alliance for Websites: https://optout.aboutads.info/
  - Network Advertising Initiative: **optout.networkadvertising.org**
- Currently, we do not alter our data collection and use practices in response to "Do Not Track" signals. To find out more about "Do Not Track", please visit **http://www.allaboutdnt.com** .

Your Privacy Rights

Where applicable, such as California, the following rights apply to those whose interactions with us are limited to visiting our Site, signing up for newsletters or other email alerts, or otherwise communicating with us. These rights do not apply to the personal information we collect, use, or disclose about consumers who initiate or complete the process of applying for financial products or services because such information is protected by other laws, including the Gramm-Leach-Bliley Act and the California Financial Information Privacy Act. **Information** . You may have the right to obtain information about how we collect, use, and share your personal information.

- **Access, correction and deletion** . You may also have the right to request access to your personal information, to correct personal information that is out of date or inaccurate, or to delete personal information that is no longer needed for a permitted purpose. Where these rights apply, you are entitled to exercise these rights free from discrimination.
- **Opt out of selling and sharing personal information for targeted advertising** . We use cookies and other similar technologies on our Site to help us advertise our Service on other websites or services you visit. We share information we collect on our Site, such as information about the pages you visit and the actions you take on our Site, with advertising networks and analytics partners to support our interest-based advertising, which may qualify as a sale or sharing of personal information, or targeted advertising, under applicable law. You can opt-out of our use or sharing of personal information for these purposes by using our "Do Not Sell or Share My Personal Information" tool in the footer of our Site.

Your rights may be limited under applicable laws, such as where fulfilling your request would impair the rights of others, our ability to provide a service you have requested, or our ability to comply with our legal obligations and enforce our legal rights. We also may not be permitted to provide certain sensitive information in response to an access request. We will not discriminate against those who exercise their rights.

How to Submit a Request

You may exercise your rights by emailing/calling FINSYNC Customer Service at support@finsync.com or 1.800.699.6484.

Data Retention
We may retain your personal data for as long as it is reasonably needed in order to maintain and expand our relationship and provide you with our Services; in order to comply with our legal and contractual obligations; or to protect ourselves from any potential disputes. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of such data, the potential risk of harm from unauthorized use or disclosure of such data, the purposes for which we process it, and the applicable legal requirements.

Data Security
Our information security program is managed by dedicated information security personnel with commercially reasonable information security measures to protect personal information against loss, misuse, and unauthorized access. These measures include, but are not limited to, data encryption, cyber threat detection, and internal access controls. We regularly have our information security program assessed and validated by independent security audit experts. We use administrative, technical, and physical security measures designed to protect personal information we collect against loss, misuse, and unauthorized access. You and your business (including associates, employees, shared users, etc.) are responsible for maintaining the security of your usernames and passwords used to access the Service.

We understand how critical data security is to you and we take it very seriously. FINSYNC hosts all its data on Amazon Web Services (AWS), which is widely recognized for its robust and comprehensive security measures. AWS adheres to rigorous security standards, including compliance with ISO 27001, SOC 1/2/3, and PCI DSS Level 1. These standards ensure that data is protected with advanced encryption both in transit and at rest. Additionally, AWS employs state-of-the-art physical security measures, continuous monitoring, and multi-factor authentication (MFA) to safeguard our infrastructure. We are confident that these measures provide a secure environment for your data.

Data Breaches
While we leverage the strong security protocols of AWS to minimize risk, it is important to be prepared for any scenario. In the unlikely event of a data breach, FINSYNC has a comprehensive incident response plan in place. This plan includes immediate containment and assessment of the breach, notification to affected customers, and collaboration with security experts to address and mitigate the impact. Our commitment is to ensure transparency, take swift action to protect your data, and continuously improve our security measures to prevent future incidents.

Location of Services
We are headquartered in the United States, and currently our Service is only intended for residents of the United States.

California Consumer Privacy Act
Sensitive personal information. Certain of the personal information that we collect, as described within FINSYNC Terms of Service, may constitute “sensitive personal information” under California law, including:

- Social security number, driver’s license, state identification card, or passport number;

- Account log-in combined with any required security or access codes, passwords, or other credentials allowing access to an account.

Our collection, use and disclosure of sensitive personal information (as defined in the California Consumer Privacy Act Regulations, or CCPA) is generally limited to what is reasonable and proportionate for purposes: (a) to comply with our legal, regulatory and reporting obligations; (b) to provide services requested by you, to respond to your requests, to make reasonable accommodations where necessary, to verify the information you provide to us (for fraud prevention, underwriting decisions, and where otherwise necessary to manage and administer your customer relationship); (c) where necessary to protect the health and safety of an individual; and (d) to prevent, protect, and take action against malicious, deceptive, fraudulent, or illegal actions, and security incidents. Our collection and use of information is specifically for the purpose of verifying the identity of our business checking account applicants, CollectEarly applicants, and to ensure NACHA requirements for sending and receiving ACH payments are met, as well as to meet any other federal or state compliance requirements. We do not use or disclose your sensitive personal information for any other purpose except as described herein or otherwise permitted pursuant to California law.

In addition, please also note that CCPA only applies to for-profit business that do business in California and meet any of the following requirements:

- Have a gross annual revenue of over $25 million;
- Buy, sell, or share the personal information of 100,000 or more California residents, households, or devices; or
- Derive 50% or more of their annual revenue from selling California residents' personal information.

Children's Online Privacy Protection Act (COPPA)
The Children's Online Privacy Protection Act regulates how websites and online services can collect, use, and disclose personal information from children under 13. Use of FINSYNC is restricted to persons of legal age, those aged 18 and over.

General Data Protection Regulation (GDPR)
The General Data Protection Regulation is a comprehensive data privacy law enacted by the European Union (EU).

- Our Users are required to be businesses that are based in the United States, and also maintain bank accounts based in the United States.
- We are unable to process overseas transactions.
- Any Users who may be visiting or residing in the EU are subject to do so at their own risk.

Use of Artificial Intelligence (AI)

Our platform may use AI to assist in creating content, which may be used to modify and create derivative works based on your Content, such as reformatting, translating it, and copying and analyzing it in order to train FINSYNC's AI and machine learning technologies.

When you use FINSYNC, you may use or interact with automated features like digital assistants which are powered by AI or similar technologies. The information generated may not be unique.

While artificial intelligence is designed to improve your experience, these technologies are evolving and may have limitations including outputs that are inaccurate or inappropriate to your situation. FINSYNC is not responsible for any inaccurate or inappropriate content that is displayed from working with AI.

In addition, our AI Technology may provide links or access to third party content, websites, and services. FINSYNC does not endorse the third-party content provided to you by AI nor does FINSYNC guarantee or warrant the quality, durability, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose of third party content that is provided. Please know that third party content, website, services, or systems, are not under FINSYNC's control, and if you choose to access third-party content from our systems, you do so at your own risk.

Your interactions with organizations and/or individuals found on or through FINSYNC, including payment and delivery of goods and services, and any other terms, warranties, or representations associated with such dealings are between you and the organization/individual, and at your own risk. FINSYNC is not responsible or liable for any loss or damage of any sort incurred as a result of such dealings.

Changes to Privacy Policy

If we make any material changes to this Privacy Policy, we will change the Effective Date above. We encourage you to review this Privacy Policy to stay informed. If we make material changes and we need to provide additional notice, we will notify you via the email specified in your account or through the Service or Site.

Contact Us

If you have questions about this Privacy Policy or our information practices, please contact us by emailing/calling FINSYNC Customer Service at support@finsync.com or 1.800.699.6484.

Summary

Below is a high-level snapshot of the main ways we use and share the personal information we collect from your use of the Services. For complete information on our privacy practices, please read the entire Privacy Policy.

How You Use the Services	Personal Information Categories	Primary Purposes of Processing	Primary Recipients (Other than Service Providers)	Can you Limit Sharing?	How We Use Personal Information
When you browse our site	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; and Geolocation data (e.g., Geo IP). Inferences drawn from the information above	To create, fund, maintain, customize, improve, and secure the Service, or otherwise provide services you request	Analytics Providers	Yes, please see Your Rights & Choices	Data Retention
When you browse our site	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; and Geolocation data (e.g.,	To market our products and services, including for interest-based advertising.	Advertising Networks	Yes, please see Your Rights & Choices	Data Retention

How You Use the Services	Personal Information Categories	Primary Purposes of Processing	Primary Recipients (Other than Service Providers)	Can you Limit Sharing?	How We Use Personal Information
	Geo IP). Inferences drawn from the information above				
When you browse, sign-up, or otherwise communicate with us	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; Commercial information, including your transactions history; Geolocation data (e.g., Geo IP). Inferences drawn from the information above; Any other information you choose to provide to us in your communications; and Inferences drawn from the information above	To create, fund, maintain, customize, improve, and secure the Service, or otherwise provide services you request	Analytics Providers	Yes, please see Your Rights & Choices	Data Retention
When you browse, sign-up, or otherwise communicate with us	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; Commercial information, including your transactions history; Geolocation data (e.g., Geo IP). Inferences drawn from the information above;	To market our products and services, including for interest-based advertising.	Advertising Networks	Yes, please see Your Rights & Choices	Data Retention

How You Use the Services	Personal Information Categories	Primary Purposes of Processing	Primary Recipients (Other than Service Providers)	Can you Limit Sharing?	How We Use Personal Information
	Any other information you choose to provide to us in your communications; and Inferences drawn from the information above				
When you create an account or otherwise apply for the Services	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; Commercial information, including your transactions history; Geolocation data (e.g., Geo IP). Inferences drawn from the information above; Any other information you choose to provide to us in your communications; and Inferences drawn from the information above	To create, fund, maintain, customize, improve, and secure the Service, or otherwise provide services you request	Other user's you have granted access	No	Data Retention
When you create an account or otherwise apply for the Services	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; Commercial information, including your transactions history; Geolocation data (e.g., Geo IP). Inferences drawn	To market our products and services, including for interest-based advertising.	N/A	To opt out of direct marketing, see Your Rights and Choices	Data Retention

How You Use the Services	Personal Information Categories	Primary Purposes of Processing	Primary Recipients (Other than Service Providers)	Can you Limit Sharing?	How We Use Personal Information
	from the information above; Any other information you choose to provide to us in your communications; and Inferences drawn from the information above				
When you use the Platform, or otherwise use the Services	Identifiers, including IP address and online identifiers; Internet and other electronic network activity information, including automatically collected data, such as internet and usage information, and information collected via cookies and similar technologies; Commercial information, including your transactions history; Geolocation data (e.g., Geo IP). Inferences drawn from the information above; Any other information you choose to provide to us in your communications; and Inferences drawn from the information above	To create, fund, maintain, customize, improve, and secure the Service, or otherwise provide services you request	Processing transactions, Business partners, and/or Other user's you have granted access		