# Lincoln Savings Bank Online Privacy Policy and Terms of Use

Updated: October 2021

# **Introduction**

This Online Privacy Policy and Terms of Use (this "Policy") applies exclusively to your access to, and use of, <a href="www.mylsb.com">www.mylsb.com</a> and the sub-domains and related sites owned and operated by Lincoln Savings Bank (collectively, the "Website"). This Policy does not apply to your use of the online banking systems, Lincoln Savings Bank's Internet banking portals, which permit you to access the accounts you have with Lincoln Savings Bank via the Internet. Our <a href="Privacy Policy for Consumers">Privacy Policy for Consumers</a> describes our standards for the collection, use, retention, and security of customer information. Lincoln Savings Bank offers the Website to you conditioned upon your acceptance of this Policy without modification. Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. By interacting with the Website, you agree to the Policy. If you do not agree with this Policy, please do not use our Website.

When used in this Policy, the terms "you" and "your" refer to each user who accesses our Website, and the terms "us," "we," and "our" refer to Lincoln Savings Bank. "Lincoln Savings Bank" means Lincoln Savings Bank and its subsidiaries and affiliates.

#### PRIVACY POLICY

# Overview

This Policy governs the personally identifiable information ("**Personal Information**") collected by your interaction with the Website and is intended to provide you with information as to: (i) the type of information that is collected, (ii) how collected information is used and with whom it is shared; (iii) how we intend to protect the information; and (iv) how you can access, modify, and/or delete such information. The term "Personal Information" refers to information that personally identifies an individual.

#### Children Under the Age of 13

In accordance with the Children's Online Privacy Protection Act (COPPA), our Website is not intended for children under 13 years of age. We do not, at any time, knowingly collect or solicit Personal Information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features on the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including, but not limited to, name, address, telephone number, or e-mail address. For additional information regarding COPPA, please visit the Federal Trade Commission website. If you believe Lincoln Savings Bank has collected or solicited Personal Information from a child under 13, please e-mail us at privacy@mylsb.com.

# **Information We Collect About You and How We Collect It**

We collect information about you when you visit and/or interact with our Website. Some of this information is automatically collected while other information is provided voluntarily by you.

By visiting our Website, you agree that we may collect from you certain Personal Information, including but not limited to the information described below. You also agree that we may request data elements about certain financial instruments that you may be interested in buying or selling.

**Information You Provide to Us.** The information we collect on or through our Website may be stored indefinitely and may include:

- Information you provide by filling in forms on our Website. This may include information that personally identifies you, such as your name, postal address, e-mail address, and telephone number. We may also ask you for information when you report a problem with our Website.
  - You acknowledge that your name, telephone number, postal address, and e-mail address are not non-public Personal Information, and by providing this information through our Website you consent to receive communications from us.
- Records and copies of your correspondences (including e-mail addresses), if you contact us.

**Information We Collect Through Automatic Data Collection Technologies.** As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about you, your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including, but not limited to, the date and time of your visit, the pages you view, the items you click on, traffic data, location data, logs, other communication data, and the resources you access and use on the Website.
- Information about your computer and internet connection, including, but not limited to, your Internet Protocol Address, the state or county from which you access the Website, your operating system, your Internet provider, your browser type, the equipment you use to access our Website, and usage details.

The information we collect automatically, is statistical data and does not include Personal Information, but we may maintain it or associate it with Personal Information we collect in other ways or receive from third parties. This helps us improve our Website and to deliver better service to you.

The technologies we may use for automatic data collection may include:

• Cookies. An internet "cookie" is a small text file created by a website that stores information on your computer, such as your preferences when visiting that site. We

may use cookies that will be saved and remain on your computer until manually deleted or until expired (which could be months or years after placement). We may use cookies to personalize or enhance your user experience, such as displaying only local event information based on the nearest bank branch location from where you are geographically located. Interaction with our Website is deemed consent to this cookie Policy.

- **Web Beacons.** Pages of our Website and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics.
- **Banner Advertising.** Advertisements for our products and services may occasionally appear on third-party websites and mobile applications. We may use third-party advertising service providers who use tracking technologies to capture information related to advertising effectiveness.

We may also use these technologies to collect information about your online activities over time and across third party websites or other online services (behavioral tracking). We currently use Google Analytics Demographics and Interest Reports to collect this information using Google Advertising cookies and anonymous identifiers and may use other tracking devices in the future. This information is only used in the aggregate (we do not tie this to an individual). Click here <a href="https://tools.google.com/dlpage/gaoptout/">https://tools.google.com/dlpage/gaoptout/</a> for information on how you can opt out of Google Advertising cookies and anonymous identifiers.

If visitors decline to accept cookies, they may still use our Website, but some portions of our Website may be inaccessible.

## **Security of Your Information**

We maintain commercially reasonable standards of confidentiality and security for our Website and the Personal Information and data elements collected and transmitted through our Website. Unfortunately, no security system is impenetrable and it is possible that someone may intercept or access communications, transmissions, and/or Personal Information and data elements provided. We cannot guarantee the security of your Personal Information or data elements and are not responsible for the circumvention of any privacy settings or security measures contained on our Website. Any transmission of Personal Information is at your own risk.

The safety and security of your information also depends on you. You must seek to protect against unauthorized access to any passwords and/or accounts that you use in connection with this Website. Lincoln Savings Bank will respond to any security breach as required by any applicable state or federal law and, to the extent not inconsistent with applicable laws, this Policy.

# **How We Use a Your Information**

We use information that we collect from you or that you provide to us, including any Personal Information:

- To present our Website and its contents to you.
- To communicate with you.
- To send you offers and promotions for our products and services that may be of interest to you.
- To fulfill any transaction or request from you.
- To provide you with advertising on third party websites and applications and to determine the effectiveness of such advertising.
- To optimize and improve our Website.
- To comply with our legal and regulatory obligations.
- To otherwise protect our rights and operations.
- To notify you about changes to our Website.
- To allow you to participate in interactive features on our Website.
- To effectuate our everyday business purposes.
- To fulfill any other purpose for which you provide it.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.
- For any other purpose allowed under state or federal law.

# **Disclosure of Your Information**

We may disclose your information, including non-identifying aggregated information and Personal Information:

• To internal personnel to effectuate everyday business purposes, including but not limited to, facilitate a prospective transaction.

- To our subsidiaries and affiliates, including but not limited to, contractors, service providers, and other third parties we use to support our business and all are bound by contractual obligations to keep Personal Information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Information held by us about our Website users is among the assets transferred.
- For any legal process if we have a good faith basis to believe it is required to do so by law, compelled by court order or legal process, or other applicable legal requirement.
- For any other purpose disclosed by us when you provide the information.
- To fulfill the purpose for which you provide it.
- With your consent.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Lincoln Savings Bank, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

#### **Accessing and Correcting Your Information**

You can review and change your Personal Information by logging into the Website and visiting your account profile page.

You may also send us an e-mail at <a href="mailto:privacy@mylsb.com">privacy@mylsb.com</a> to request access to, correct or delete any Personal Information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

# **Third-Party Hosting**

We contract with a third party to maintain and host the Website. Therefore, any information you submit, including Personal Information, will be placed and stored on a computer server maintained by this third-party host. The third-party host utilizes various security measures, including encryption technology to protect customer data from unauthorized access.

#### **Site Technologies**

We do not provide the technologies used to build the Website, and therefore, neither recommend nor endorse the same. Any information regarding identified technologies, including their capabilities, limitations, and applications, should be sought directly from their manufacturers.

# **Links to Other Materials**

The Website contains links to other sites. These links are an accommodation to the respective third-party site owners and for your convenience. Sites linked to and from the Website are not necessarily under our control, and we shall have no responsibility or liability whatsoever for the content or privacy practices of any linked sites, or any link or linking program at any time. You should read and understand the third party's policies with respect to such third-party links.

## **California Privacy Rights**

California Consumer Privacy Act (CCPA) provides California residents with certain rights and protections regarding their Personal Information.

California residents have the right to know about and a right to delete Personal Information collected, disclosed, or sold. The categories of Personal Information collected, the sources from which the Personal Information is collected, and the purposes for collecting this information are described previously in this Privacy Policy.

To make a request regarding this Policy and our privacy practices, contact us at:

Lincoln Savings Bank 508 Main Street Reinbeck, IA 50669

Email us at: privacy@mylsb.com

Or call us toll-free at: 1-800-588-7551

We verify the identity of each request to know and request to delete by matching the identifying information provided by the consumer to the Personal Information of the consumer already maintained by the business. We document each request by stating: the date of the request, nature of request, manner in which the request was made, the date of our response, the nature of the response, and the basis for the denial of the request if the request is denied in whole or in part. We will maintain this record for at least 24 months.

California residents will not receive discriminatory treatment by us for the exercise of the privacy rights conferred by the CCPA.

California residents may have an authorized agent make a request under the CCPA on their behalf. We will require the California consumer to: (1) Verify their own identity directly with the

business; and (2) Directly confirm with the business that they provided the authorized agent permission to submit the request.

# **Policy Subject to Change**

We reserve the right, in our sole discretion, to modify, amend, or otherwise change this Policy from time to time. We will advise you of changes to this Policy and the effective date of the changes by posting the revised Policy to our Website. You agree that the posting of a revised Policy constitutes actual notice to you of the revised Policy and your continued use of our Website constitutes acceptance of the revised Policy. You are responsible for periodically visiting our Website and this Policy to check for any changes. In the event you are no longer a registered user—and to the extent we retain any of your information—we will manage your information in the same manner as current registered users.

#### TERMS OF USE

# **Responsibility for Your Conduct**

You are solely liable for your conduct or any information that you upload or transmit to the Website. Your use of the Website imposes on you an obligation of appropriate use and conduct, which includes, but is not limited to, not causing an unreasonable or disproportionately large processing load on our Website or systems, not engaging in any conduct that restricts or inhibits use of the Website by others, and not introducing or transmitting any virus, worm, Trojan horse or other material that may harm or disrupt our Website or systems. Unauthorized use of the Website, misuse of passwords, or misuse of any information or material posted on this Website is strictly prohibited. You may not provide false or misleading information to the Website or submit information under false pretenses.

You may use the Website only for lawful purposes and you agree not to use the Website in any way that violates any applicable federal, state, local, or international law or regulation. Without limiting anything else in this Policy, we may immediately terminate your access to and use of the Website if you violate this Policy.

# **Intellectual Property**

All trademarks, service marks, trade names, trade dress and related intellectual property rights in the Website are proprietary to Lincoln Savings Bank or our licensors or licensees. You may not use, reproduce or display any of the Lincoln Savings Bank trademarks except upon our prior written consent.

The Website and its entire contents, features, and functionality are owned, controlled, or licensed by Lincoln Savings Bank, and are protected by common law and statutory trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly provided in this Policy, you may not copy, display, distribute, transmit, transfer, link to, reproduce, license, frame, alter, create derivative works of, reverse engineer, or republish all or any portion of the Site for any commercial or public purpose without our prior written consent. You may, however, view information available on the Website for your informational purposes. You may download from the Website materials, except for software or source code, but only for your personal or internal

business purposes. You may download software or source code from the Website, but only such software or source code purposely made available to you by Lincoln Savings Bank for downloading from the Website, subject to any applicable terms of use. You acknowledge and agree that you do not acquire any ownership rights of any kind by downloading materials from the Website.

# **DMCA**

If you believe in good faith that materials available on the Website infringe your copyright, you (or your agent) may notify us by providing our copyright agent with sufficient information to allow us to locate the material, including the following information:

- 1. The electronic or physical signature of the owner of the copyright or person authorized to act on the owner's behalf.
- 2. A detailed description of the copyrighted work you claim has been infringed and a description of the allegedly infringing activity.
- 3. Identification of the location where the original or an authorized copy of the copyrighted work exists; for example, the URL of the website where it is posted.
- 4. Identification of the URL or other specific location on this website where the material that you claim is infringing is located.
- 5. Your name, address, telephone number and email address.
- 6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
- 7. A statement by you that the above information you provide us is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Our agent for notice of claims of copyright infringement on this Website can be reached as follows:

By Mail:

Dickinson, Mackaman, Tyler & Hagen 699 Walnut Street, Suite 1600 Des Moines, Iowa 50309

By Telephone: (515) 244-2600

By Email: Info@dickinsonlaw.com

If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the Digital Millennium Copyright Act (DMCA) permits you to send us a counternotice.

# **Disclaimer**

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## **Limitation of Liability**

IN NO EVENT WILL LINCOLN SAVINGS BANK BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEBSITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THE WEBSITE.

## Indemnification

You agree to defend, indemnify and hold Lincoln Savings Bank and their respective officers, members, employees, agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities and settlements, including without limitation reasonable legal and accounting fees resulting from or alleged to result from your violation of this Policy, including such violation by your employee or agent.

## **Termination**

We may terminate or suspend your access to the Website at any time, with or without cause, with or without notice. Upon such termination or suspension, your right to use the Website will immediately cease.

## **Applicable Law and Venue**

This Policy is governed by and construed in accordance with the laws of the State of Iowa, applicable to agreements made and entirely to be performed within the State of Iowa, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to this Policy or your use of the Website can be filed only in state or federal court located in Des Moines, Iowa and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of or relating to this Policy or your use of the Website.

#### **General Terms**

If any part of this Policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Policy will continue in effect. We may assign the Policy, in whole or in part, at any time with or without notice to you. You may not assign this Policy, or assign, transfer or sublicense your rights, if any, in the Website. Except as expressly stated herein, the Policy constitutes the entire agreement between you and us with respect to the Website.

## **Contact Information**

To ask questions or comment about this Policy and our privacy practices, contact us at:

Lincoln Savings Bank 508 Main Street Reinbeck, IA 50669

Email us at: <a href="mailto:privacy@mylsb.com">privacy@mylsb.com</a>

Or call us toll-free at: 1-800-588-7551