

Privacy Policy

Last Revised: January 6, 2022

Aqua Finance, Inc. and its affiliates and subsidiaries (referred to as “Aqua Finance,” “us,” or “we”) respect your privacy and are committed to protecting it through our compliance with this Privacy Policy.

This Privacy Policy is designed to tell you about the practices of Aqua Finance with respect to the collection, use, and disclosure of information about you that we receive through (a) our website located at www.aquafinance.com, (b) any other of our websites, applications, and network-connected products and services that link to this Privacy Policy, including through your use of our Dealer Portal and/or your use of the billing and payment portal (collectively, the “Site”) and (c) e-mail, text, and other electronic communications directly between you and us on or through the Site (the Site, together with clause (c), collectively the "Services").

Please read this Privacy Policy carefully to understand our policies and practices regarding your Personal Information (as defined below) and how we will treat it. By accessing or using the Services or by clicking to accept or agree to this Privacy Policy when this option is made available to you, you agree to be bound and abide by all laws and regulations applicable to your use of the Services and this Privacy Policy. If you do not want to agree to this Privacy Policy, your choice is to not access or use the Services and not communicate with us regarding the Services.

Except as expressly provided in this Privacy Policy or as required by applicable law, this Privacy Policy does not apply to information that:

- we collect offline (such as from telephone, postal mail, personal delivery or face-to-face communication);
- is collected through any applications or websites other than those included in the Services, including websites you may access through or that may be linked to by the Services; or
- which you provide to, or which is collected by any third party.

This Privacy Policy is incorporated into Aqua Finance’s Terms and Conditions for the Site by reference, as if set forth fully therein. By using the Site, you expressly consent and agree to the Terms and Conditions.

If you have any questions concerning this Privacy Policy, please email Aqua Finance at SalesandMarketing@aquafinance.com.

1. General Principles

- The Site is intended for U.S. customers.
- The Site is not intended for people under the age of 18. We do not knowingly collect information from people under 18 years of age without parental consent.
- If you have a financial product or service with us, we share information we collect from or about you in accordance with our [Consumer Privacy Notice](#). If there are any conflicts between the terms of this Privacy Policy and the terms of our Consumer Privacy Notice, the terms of the Consumer Privacy Notice will control.

2. What is Personal Information?

Except as otherwise provided in this Privacy Policy, "Personal Information" is information by which you may be personally identified, or that relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with you, such as name, email address, or identification number. "Personal Information" does not include information which is generally not considered "personal information," "personal data," or similar terms under applicable law, such as information which is publicly available.

3. Collection of Personal Information

We may collect, share and process several types of information from and about you via the Services, including:

- Personal Information, such as your:
 - Identification information, including name, title, date of birth and social security number;
 - Contact information, including postal address, telephone number and e-mail address;
 - Credit, debit and bank account information, including card type, primary account number, cardholder name, billing address, account balance and expiration date;
 - Biller information, including payment records, payment due dates, payment amounts, and late fees;
 - Transaction information and payment history information; and
 - Credit history and investment experience.
- Information that is about you but on its own does not identify you ("Non-Personal Information"), including information about your internet connection, the equipment you use to access the Services, usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies (collectively, "Usage Details").

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Services. Information collected automatically may include Usage Details and information collected through cookies, web beacons, and other tracking technologies, as described below.
- To the extent permitted by applicable law, from third parties.

4. Information you Provide to Us

The information (including Personal Information) which we collect on or through the Services may include:

- Information that you provide by filling in forms or making other submissions on through the Services. This may include, but is not limited to, information provided at the time you complete the form to become a new dealer, information provided at the time of registering to use the Services or creating an account, information provided when you apply for a job opening via the Site and information you provide when you send us a message on the Site. We may also ask you for information when you report a problem with the Services.
- Records and copies of your communications (including contact information involved in such communications such as phone numbers and email addresses), if you contact us.
- Details of transactions you carry out through the Services and of the fulfillment of your payments or other transactions.

5. Information We Collect Automatically

Traffic Data on the Services

Through your use of the Site, we may use automatic data collection technologies to gather certain information about your use of the Site that does not identify you individually, but may identify your computer or device, and browsing

actions and patterns (including Usage Details and other Non-Personal Information). For example, we may collect your IP address, the hostname of your computer, browser information and reference site domain name every time you visit the Site. We may also collect information regarding user traffic patterns and site usage.

This Traffic Data does not, however, contain anything that can personally identify you. We refer to such information in this Privacy Policy as "Traffic Data." Traffic Data helps us to improve the Services and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize the Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to the Services.

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

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the Services.
- Flash Cookies. Certain features of the Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on the Services. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- Web Beacons. Pages of the Services 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 to count users who have visited those pages or opened an email and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity).
- Analytics. We may utilize third party companies and analytics to help us market, sell, and provide information about our products and services; and we provide your Personal Information to these third parties to assist us in conducting business with you. We may use web analytics tools provided by service providers, including, but not limited to, Google Analytics, which is a third-party service that transmits website traffic data to Google servers in the United States. Google Analytics does not identify individual users or associate your IP address with any other data held by Google. We may use reports provided by Google Analytics or other similar service providers, to help us understand traffic on the Services, and web page usage. For more information concerning Google Analytics and how it collects and processes data please see "How Google Uses Data When You Use Our Partners Web Sites or Apps" located at www.google.com/policies/privacy/partners. We may use the information provided by these tools to improve our services and our online advertisements. These tools place session and persistent cookies in your browser to identify you as a unique user the next time you visit, access, or use the Services. Each cookie cannot be used by anyone other than the service provider (e.g., Google Analytics).

If you are uncomfortable with the idea of your Traffic Data being collected and used in these ways, most computer systems, devices, and web browsers offer privacy settings and options, such as disabling cookies and turning off location-based services. We do not override these settings or options and encourage you to use them to enhance your choices and personalize your experiences. However, in order to access certain content, features, services, products, or benefits of the Site, you may be required to provide us with certain information. If you do not wish to provide that information through the Site or if you opt to utilize the aforementioned privacy features, you may be unable to obtain certain content, features, services, products, or benefits of the Site. At this time, the Site does not respond to Do Not Track (DNT) signals.

Third-Party Use of Cookies and Other Tracking Technologies

When you use the Services, certain third parties (including analytics companies) may use automatic information collection technologies to collect information about you or your device. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use the Services. The information they collect may be associated with your Personal Information or they may collect information, including Personal Information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

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.

6. Information We Receive from Third Parties

In some cases, we may also receive information from third parties. For example, we may receive information, including Personal Information, from our service providers who collect or process information on our or our clients' behalf (including credit scores, credit history and other information related to your creditworthiness).

7. Use of Personal Information Collected

We use the Personal Information we collect to provide the Site and our Services to you, to evaluate and improve the Site and our Services, and to provide you with user support. In addition, we use Personal Information:

- to present the Services and their contents to you;
- to respond to your inquiries and fulfill your requests,
- to send you important information regarding our relationship with you or regarding the Site, such as changes to our products, services, terms, conditions, and policies and/or other administrative information,
- to create and manage any account for which you register,
- to determine your eligibility for products and services to be offered to you,
- to send you promotional communications about our products and services, or the products and services of our affiliates, that we believe may be of interest to you, to the extent permitted by applicable law,
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection,
- for our business purposes, such as data analysis, audits, developing new services, enhancing the Site, improving our services, identifying Site usage trends, and determining the effectiveness of our promotional campaigns,
- as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety or property, and/or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain,
- for any other purpose specified at the point of collection or with your consent.

8. Disclosure of Personal Information to Third Parties.

We may disclose Personal Information that we collect, or you provide, as follows:

- to our third party and affiliated service providers and other third parties who we use to support our business, including, without limitation, third parties who assist us with Site hosting, payment processing, data analysis, IT services, customer service, marketing, email and direct mail delivery services, and auditing.
- with our subsidiaries and affiliates.
- to fulfill the purposes for which you provide it.
- to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).
- as we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our affiliates; (f) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.
- for any other purpose disclosed by us when you provide the information.
- otherwise, with your consent.

While Aqua Finance may undertake efforts to see that any third party to which Aqua Finance discloses Personal Information is under an obligation to use the Personal Information solely for the purposes for which the information was disclosed, such third parties are independent third parties over which Aqua Finance exercises no control. Aqua Finance is not responsible for, and will not be liable for, the conduct, actions, omissions, or information handling or dissemination practices of third parties.

We will not sell or otherwise give personal information about you to non-affiliated third parties for their marketing purposes.

Note that we may use and share information that does not identify you, such as aggregate statistics and demographic information, without restriction, to the extent permitted by applicable law.

9. Links to Other Sites

The Services may also contain links to third party websites, for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on the Services, any information you disclose on that website is not subject to this Privacy Policy. It is possible that these links may be used by third parties or others to collect personal or other information about you. Aqua Finance is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites.

10. Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the Personal Information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of the Services may then be inaccessible or not function properly.
- **Marketing and Promotional Offers from Aqua Finance.** If you do not wish to have your Personal Information

used by us to promote our products or services, you can opt-out by contacting us via e-mail as provided below. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions.

11. Transfer of Personal Information

Aqua Finance is based in the United States and the Site is designed for users from the United States. Any information collected through the Site or electronic communications as described in this Policy may be stored and processed in the United States or any other country in which we, our affiliates, or our service providers maintain facilities. The United States is not recognized as having adequate safeguards. If you are located outside of the United States, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the United States.

12. Security Measures

We take reasonable steps to protect information about you in our possession and control from loss, misuse, and unauthorized access, disclosure, alteration, or destruction.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Nevertheless, you should keep in mind that no Internet transmission is ever completely secure or error-free. In particular, e-mail sent between you and us may not be secure. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

13. Update or Correct Your Personal Information

You may access, correct and (in certain circumstances) delete any Personal Information that you have provided us by writing to Aqua Finance, Inc., P.O. Box 844, Wausau, WI 54402-0844 or e-mailing us at Compliance@aquafinance.com. Please include your name, address, and/or e-mail address when you contact us. We may deny a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

14. Retention

We will retain the personal information we receive as described in this Privacy Policy for as long as necessary to fulfill the purpose(s) for which it was collected, provide our services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, comply with applicable law, and in accordance with our routine information storage policies and practices.

15. Policy Changes

Aqua Finance reserves the right at any time to modify, alter or update this Privacy Policy. Your use of the Services following any changes means that you agree to follow and be bound by the Privacy Policy as changed. Any change to this Privacy Policy shall be effective as to any visitor who has visited the Site before the change was made. It is the obligation of users visiting the Services before the change to learn of changes to the Privacy Policy since their last visit. The date this Privacy Policy was last revised is identified at the top of this page.

16. Privacy of Children

The Site is not intended for individuals under the age of 18. The Site does not knowingly collect personal information online from users in this age group. If we learn that we have collected personal information from a child under age 18, we will delete that information as quickly as possible. If you believe that we might have any

information from a child under age 18, please contact us. We strongly recommend that minors ask their parents for permission before sending any information about themselves to anyone over the Internet and we encourage parents to teach their children about safe internet use practices.

17. Governing Law and Jurisdiction

Unless otherwise required by applicable law, this Privacy Policy, and Aqua Finance's collection and use of Personal Information, shall be governed by and interpreted in accordance with the laws of the United States and the state of Wisconsin. Unless prohibited by applicable law, any disputes arising out of this this Privacy Policy or our collection and use of Personal Information shall be adjudicated in the federal or state courts with jurisdiction over Marathon County, Wisconsin.

18. Questions about our Privacy Policy

If you have questions about the Site or our privacy policy, please feel free to contact us:

By Email at: SalesandMarketing@aquafinance.com

By phone at: 1-800-234-3663 ext. 6094

By mail at: 1 Corporate Drive, Suite 300 Wausau WI 54401