



## Online Privacy Notice

The National Foundation for Credit Counseling, Inc. (referred to as “NFCC®,” “we,” or “us”) respects your privacy and is committed to maintaining and using your information responsibly. This privacy policy addresses the use and disclosure of information we collect from you any of the NFCC’s websites, including [www.nfcc.org](http://www.nfcc.org), [www.mymoneycheckup.org](http://www.mymoneycheckup.org), and [www.sharptoday.org](http://www.sharptoday.org) (collectively referred to as the “Site”), and from those or who otherwise may provide us with their information offline. By visiting the Site or otherwise providing us with your information, you are accepting the practices described in this privacy policy.

### A. Collection of Information

We collect the following information from our customers who visit our Site:

- (1) *Personal Information*, which is information that specifically identifies an individual (such as first and last name or email address) and non-public financial information.
- (2) *Non-Personal Information*, such as your IP address, or data that is collected via cookies, web beacons, or other technical mechanisms. This information does not identify you personally, but it may provide us with information about your interests and the web sites, products or services that you view. Please note that you may set your browser not to accept cookies, or to warn you when a cookie is being placed on your computer. NFCC will not place tracking cookies on any computer where the browser provides a “do-not-track” signal. If you choose not to accept cookies, however, your ability to navigate the Site may be hindered. We may also tie this non-personal information with personal information in order to provide you with better recommendations, help authenticate you or other data or information you may provide, prevent fraud, and ensure that the Site or our services meet your needs. We may also use the services of third parties to collect and use anonymous information about your visits to and interactions with our website through the use of technologies such as cookies to personalize advertisements for goods and services. To learn more, or to opt-out of receiving advertisements tailored to your interests, visit the Network Advertising Initiative at [www.networkadvertising.org/choices](http://www.networkadvertising.org/choices)
- (3) *Aggregate Data*, which is non-personal information that may be collected about a group, a category of services or users. Aggregate data helps us understand trends in our users' needs so that we can improve or tailor our products and services. For example, we may collect data about the searching habits of residents of a particular state, without tying this data to any specific personal information about those residents.
- (4) *Demographic Information*, which may be your gender, age, zip code and interests, which we may obtain from you, or from other third parties. We use this information to provide you

with personalized services and to analyze trends to ensure the information provided by NFCC meets your needs. For example, we may serve you with an advertisement based on the content you view while on our Site.

- (5) *Geolocation Data*, which is your location if you choose to allow NFCC to track your location or if your personal or non-personal information indicates a certain geographic location. This information may help us provide recommendations to you based on your location, serve you with advertisements or direct you to a product or service that we believe may be of interest to you and that is marketed to people near your location.

We may collect this information from you in the following instances:

- We may collect your first and last name, mailing address, phone number, email address and non-public financial information if you complete a form to request credit counseling;
- We may collect your email address, and first and last name if you sign-up with NFCC;
- We may collect your email address if you contact us with a question;
- We may collect aggregate data or demographic information from you if you use our services, or visit the Site;
- We may collect geolocation data from users who visit the Site via their mobile device, download an application provided by us, or otherwise provide us with such data at the time of purchase; and
- We may collect your first and last name, date of birth and email address if you choose to participate in a contest or sweepstakes.

The above list provides an example of the personal information that may be collected by NFCC. If you do not want NFCC to collect your information, please do not provide it to us.

## **B. Use of Information**

We use your personal information primarily for the following purposes:

- To answer questions you send us;
- To complete a transaction or service requested by you;
- To alert you to special offers, updated information and other new services from NFCC, or other third parties, or to forward promotional materials;
- To conduct marketing analysis;
- To tie your personal information to your non-personal information or demographic information in order to provide you with recommendations for products or services that are based on your interests, your age or your location;
- To fulfill the terms of a promotion;
- To ensure the Site and our services are relevant to your needs;
- To help us create and publish content most relevant to you;
- To administer our Site, or anticipate and resolve problems with the Site;
- To notify you about a material change to this privacy policy or the Terms of Use Agreement, if necessary;
- To allow you access to limited-entry areas of the Site; and
- To contact you in response to sign-up forms such as Contact Us or if you inquire about the status of an order.

We use non-personal information in the same way that we use personal information, and in other ways as permitted by applicable laws, including combining non-personal information with personal information. This privacy policy in no way restricts or limits our collection and use of non-personal information, aggregate data or demographic information, and we may link this data to your personal information and/or share it with third parties for a variety of purposes, including to help us better understand our customer needs, and to improve our Site and services for advertising and marketing purposes.

### **C. Sharing and Disclosure of Information**

We may share or disclose your personal information in the following instances:

- (i) To fulfill a service to you. For example, if you are seeking credit counseling and complete one of our online forms, we may share your personal information with a local NFCC member agency. In addition, if you email us a question, we may use your email address to process your request and respond to your question. When we share your information with these parties, we seek to ensure that the party with whom we share the information will maintain it securely and in accordance with the applicable laws.
- (ii) To affiliates, strategic partners, agents, third-party marketers or other unaffiliated parties for research purposes.
- (iii) To unaffiliated third-party service providers, agents, or independent contractors who help us maintain our Site and/or provide other administrative services to us (including, but not limited to, order processing and fulfillment, providing customer service, maintaining and analyzing data, sending customer communications on NFCC's behalf, and entry collection, winner selection and prize fulfillment for contests, sweepstakes and other promotions). We seek to ensure that these unaffiliated third parties will not use the personal information for any other purpose than to provide the administrative services for which they are responsible. Because such unaffiliated third-party service providers will have access to users' personal information, if you do not wish for our unaffiliated third-party service providers to have access to your information, please do not register or submit any personal information to us.
- (iv) To comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on us, protect and defend our rights or property, including the rights and property of NFCC, or act in urgent circumstances to protect the personal safety of our end users.
- (v) To third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets.
- (vi) To track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers.

We use non-personal information in the manner disclosed above, in Section A(2). We may share this non-personal information with third parties, and we also may combine it with personal information in some instances.

#### **D. Communications from NFCC**

We may send you communications or data regarding our services, including but not limited to (i) notices about your use of the Site, including any notices concerning violations of use, (ii) updates, and (iii) information or materials regarding transactions, products and/or services purchased or selected by you. By using and/or registering with NFCC and/or the Site, you agree to receive this type of communication from us. To remove yourself from our email list, please email [privacy@nfcc.org](mailto:privacy@nfcc.org)

Note however, that some email messages may be more commercial in nature, as they may advertise a feature of our Site or services, a product or service we believe that you may be interested in, or otherwise discuss a marketing campaign or promotion offered by NFCC. We give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in the message.

#### **E. User-Generated Content and Public Posting Areas**

Please note that any information that you post to or submit through the Site, whether as a comment, blog post, in a public forum, or in any other public posting area, is available to anyone with Internet access. If you do not want people to know your e-mail address, for example, don't include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN COMMENTS, FORUMS AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE USE BY OTHERS OF THE INFORMATION THAT YOU DISCLOSE IN THESE PUBLIC POSTING AREAS.

#### **F. Third Party Web Sites**

The Site may contain links to other web sites. We are not responsible for the privacy practices or the content of these other web sites.

#### **G. Assignment**

In the event that all or part of our assets are sold or acquired by another party, or in the event of a merger, you grant us the right to assign the personal and non-personal information that we collected from you.

#### **H. Changes to this Privacy Policy**

We reserve the right to change this privacy policy from time to time. When we do, we will also revise the "last update" date at the bottom of this privacy policy. For changes to this privacy policy that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will attempt to obtain your consent before implementing the change by sending a notice to the primary email address specified in your account or by placing a prominent notice on the Site.

## **I. Security**

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to NFCC is done at your own risk.

Once we receive your transmission, we make reasonable efforts to ensure security on our systems. We use firewalls to protect your information from unauthorized access, disclosure, alteration, or destruction. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Site or providing personal information to us you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of our services. We may post a notice on our Site if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

## **J. Special Policy Regarding Information from Children Under Thirteen**

The NFCC's services and the Site is not targeted to children under the age of 13, and we do not knowingly collect personally identifiable information from any child under the age of 13 without parental consent. If we become aware that such data has been collected, we will delete it.

## **K. Terms of Use**

NFCC intends that the information contained in the Site to be accurate and reliable; however, errors may occur. In addition, changes and improvements to the information provided herein may be made by us at any time.

By using this web site, you agree to our Privacy Notice and to the use of the information we receive and collect as stated herein and in ways we may notify you of in the future. By providing any personal information to this site, you acknowledge that you fully understand and consent to the collection and processing of such information. We reserve the right at our discretion to modify this Privacy Notice and Security Policy at any time. Your continued use of this site following the posting of changes to these terms means you accept these changes.

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### **YOUR CALIFORNIA PRIVACY RIGHTS**

Beginning on January 1, 2005, California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding NFCC's disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us:

Privacy Officer  
National Foundation for Credit Counseling  
2000 M Street, NW, Suite 505  
Washington, DC 20036  
Telephone: (202) 677- 4300  
[privacy@nfcc.org](mailto:privacy@nfcc.org)