

ONLINE PRIVACY NOTICE

Effective Date: 10/01/2020

1. **Introduction and Scope of Online Privacy Policy.** We are committed to protecting the personal information we collect about individuals (*e.g.*, applicants, customers, and merchants) participating in the Spectrum AC by Microf Program and have adopted policies, procedures, and processes designed to protect personal information from misuse, theft, or other loss.

This Spectrum AC by Microf Program website privacy policy (the “Online Privacy Policy”) outlines the information collection practices for Microf LLC, Microf Funding I LLC, and Microf Funding II, LLC (collectively “Microf”) at our website, www.microf.com (our “Website”). This Online Privacy Policy applies to Personally Identifiable Information collected through our Website (defined in Section 2 below) but does not apply to information, including personally identifiable information, collected from third-party sources (such as consumer reporting agencies) or that you reveal or post in any public forum on our Website, websites that link to or from our Website, or any other website.

2. **Personally Identifiable Information, Definition.** “Personally Identifiable Information” is any information collected through our Website that is reasonably likely to identify a specific, unique individual. Personally Identifiable Information collected through the site may include, but not be limited to, an individual’s name, address, e-mail address, income, financial and banking information (including banking account information and payment card data), Social Security number, telephone number, or date of birth.
3. **Important Information Regarding Use of the Website.** Microf and the creditors participating in the Spectrum AC by Microf Program (the “Funding Participants”) (collectively, “we” or “us”) own the information we collect on the Website.

This Website is intended for visitors located in the United States. This Website is governed solely by the federal and state laws in the United States. Users from the European Union are advised not to disclose any Personally Identifiable Information to us. Information submitted to this Website is housed on servers located in the United States.

You agree not to attempt to log on to the Website from any country under sanctions by the Office of Foreign Asset Control (“OFAC”). Which countries are under sanctions may be found on the United States Department of the Treasury website. Any attempt to log on to the Website from such a country may result in your access being restricted or terminated. Your use of the Website may be monitored, tracked and recorded.

By using the Website, you agree to the terms of this Online Privacy Policy. If you do not agree to the terms of this Online Privacy Policy, do not use the Website. Furthermore, by using this Website, you agree to the application of United States law and consent to the use and disclosure of your information consistent with this Online Privacy Policy.

4. **Links to Other Websites.** Microf may establish on this Site links and pointers to websites that are operated and maintained by third parties (each, a “Third Party Site”). These links are provided solely as pointers to information on topics that may be useful to you. However, the establishment of any link to a Third-Party Site is not a recommendation or endorsement by Microf of any products, services, information, goods, ideas or opinions that may be found on any Third-Party Site.

Microf makes no warranties, either express or implied, concerning the content of any Third-Party Site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose. Microf does not warrant that any Third-Party Site is free from any claims of copyright, trademark or other infringement. Microf does not warrant that any Third-Party Site is free from any viruses or other contamination.

You understand that Third-Party Sites may have a privacy policy that is different from that of Microf and that Third-Party Sites may provide less security than this Site. The choice to access a Third-Party Site, or to purchase or otherwise use any of the products or services advertised or provided on a Third-Party Site is yours, in your sole discretion.

5. **Information Collected on the Website.** We collect Personally Identifiable Information at various times when you use our Website. Some of the places where we collect such information includes, but is not limited to, the following:

- Emails, contact forms, questionnaires, and other forms you submit to us;
- Your applications and transactions with the Spectrum AC by Microf Program, including those involving the Funding Participants;
- Requests for pre-qualification for credit; and
- Requests regarding qualified merchants.

Additionally, each time you visit the Website, the web server may automatically collect certain types of non-Personally Identifiable Information. Some examples of the non-Personally Identifiable Information we may automatically collect include:

- Information about your Internet service provider, browser, operating system, and device;
- Cookie information to recognize when you are visiting the Website;
- Data related to your location at the time of accessing our Website, and
- Beacons to know if a certain page was visited or an email was opened.

6. **Cookies.** An HTTP cookie (also called web cookie, Internet cookie, browser cookie or simply cookie) is a small piece of data sent from a website and stored on your computer by the web browser you use while browsing the Internet). We use cookies to collect certain types of non-Personally Identifiable Information to recognize you when you are visiting the Website. In addition, we use cookies in connection with Google Ads so that Google can show ads for our products to you before you visit or after you leave our website. Google's Adwords technology may recognize a cookie that our website has sent to your browser during a past visit by you to our website and use the cookie information to show you ads for our products or similar products. You can opt out of this use of cookies by visiting Google's [Ads Settings](#).

7. **Use of Information Collected on the Website.** We may use your Personally Identifiable Information for the following purposes:

- To process transactions you request;
- To assess your creditworthiness when you apply for credit or lease-to-own transactions, or to pre-qualify you for credit;
- To manage and service lease-to-own accounts you have with us;
- To communicate with you about your Spectrum AC by Microf Program lease-to-own accounts and the use of our Website;
- To advise you of promotions, sales, or other special opportunities;
- To market goods or services offered by:
 - Microf, LLC, or its affiliates and subsidiaries;
 - Funding Participants, or their affiliates and subsidiaries;
 - merchants participating in the Spectrum AC by Microf Program; or
 - other unaffiliated third-parties;
- To comply with the law, regulatory requirements, legal subpoena or other litigation process, or to enforce our Terms of Use;
- As directed or authorized by you; or

- As permitted by law.

We may use non-Personally Identifiable Information, including, but not limited to, aggregate or anonymized information for any purpose consistent with law.

We do not sell personal data for any commercial or marketing purposes, have not sold personal information in the preceding 12 months and will not sell personal information.

8. **Disclosure of Personally Identifiable Information to Third-Parties.** By accessing our Website, you authorize us to disclose your Personally Identifiable Information to affiliated and unaffiliated third-parties as follows:

- To companies in our corporate group;
- To third parties, including Funding Participants, consumer reporting agencies, companies with which we have joint marketing agreements, merchants and retailers, companies that help market our products, and non-profit organizations;
- To selected businesses, such as online and offline advertisers, so they can market products and services to you;
- As necessary to comply with the law, regulatory requirements legal subpoena or other litigation process, or to enforce our Terms and Conditions;
- As directed or authorized by you; or
- As permitted by law.

California Residents: Other than as required or permitted by law, we will not disclose Personally Identifiable Information about you to other financial service providers with which we have joint marketing agreements, unless you authorize us to do so.

9. **Personally Identifiable Information of children.** We do not knowingly solicit or collect Personally Identifiable Information about children under the age of 18. Our Website is not designed for or directed to children under the age of 18. If we become aware that a child under the age of 18 has provided Personally Identifiable Information to us, we will delete the information from our records. If you become aware of any Personally Identifiable Information we collected from children under 18, please contact us at riskops@microf.com.

10. **Our Security Safeguards.** The Website has security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you, but we make no assurances about the ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

11. **Retention and Disposal of Personal Data.**

We will keep personal data about you for as long as it is necessary to fulfill the purposes for which we process it, or if we have another lawful basis for retaining the data beyond the period for which it is necessary to serve the original purpose for collecting the data. This may mean that we will retain some information about you for longer than other information. The criteria we use to determine data retention periods for personal data includes the following:

- Retention in case of queries; we will retain it for a reasonable period after the relationship between us has ceased;
- Retention in case of claims; we will retain it for the period in which it may be enforced; and
- Retention in accordance with legal and regulatory requirements; we will consider whether we need to retain any additional period because of a legal or regulatory requirement.

Personal data is deleted and erased from Microf's servers and backups per business processes, as required by law, and upon consumer request.

If you would like further information about our data retention and disposal practices, please contact us.

12. **Reviewing information we have collected on you and opting out of information sharing and use.**

Information retained in our active databases. If you would like to review or correct any Personally Identifiable Information we have retained about you in our active databases, please send an e-mail request to riskops@microf.com.

Information relating to services provided by our service providers and lenders. If you need help accessing your information related to a service provided by one of our service providers or information held by your lender, we will assist you by referring you to the appropriate third party.

Please contact us for that information by submitting an e-mail request to riskops@microf.com.

Opting out from our solicitations. If you receive a marketing e-mail from Microf, LLC or a Spectrum AC by Microf Program relating to any offer or promotion and wish to be removed from future email solicitations, you will have the option to do so. If you opt out, the only future email communication you will receive from us will be (a) transactional or relationship messages, such as activity alerts and payment reminder messages; (b) in response to questions from you; or (c) to resolve any customer service issues you may have reported.

Limiting Information Sharing. You may limit when we may share information about you. You may exercise one or more of your opt-out choices described. Call us toll free at 855-642-7631 or write to us at Microf, Attn: Risk Operations Team, P.O. Box 70085, Albany, GA 31708. If you write to us, please include your account number, contact phone number, and full name on the account. If you have a joint account, your opt-out applies to every person on the account. If you have multiple accounts with us, you must opt-out separately for each account.

13. Your Rights. You may have various rights under data protection legislation in your state (where applicable).

To the extent permitted by applicable law and subject to certain conditions, you may (1) seek confirmation regarding whether Microf is processing personal data about you; (2) request access to the personal data that we maintain about you; (3) request that we update, correct, amend or erase or restrict information about you; or (4) exercise your right to data portability, by clicking here to submit a request via our web portal, or by contacting us directly at compliancemanager@rheem.com. In addition, you may object to Microf’s processing of your personal data at any time; however, doing so may impact your use of the services that we provide. To protect your privacy, Microf will take commercially reasonable steps to verify your identity before granting access to or making any changes to your personal data. We may ask that you provide us with your name, postal address, email address, telephone number, and/or equipment serial number. These may include (as relevant):

Your Right	What does it mean?	How do I execute this right?	Conditions to exercise?
Right of Access	Subject to certain conditions, you have a right to access personal data about you which we hold.	You may make a request for access to personal data via our website by clicking here or by calling us at 855-642-7631. Please specify the type of personal data you would like to access.	<ol style="list-style-type: none"> 1. We must be able to verify your identity. 2. Your request may not affect the rights and freedoms of others. 3. We generally do not provide access to data we keep solely for data backup purposes.

Right of Data Portability	Subject to certain conditions and limitations, you have the right to receive from us personal data which you have provided to us.	You may make a request for data portability via our website by clicking here or by calling us at 855-642-7631. Please specify the type of information you would like to receive.	Your right to data portability is limited. It applies only when: <ol style="list-style-type: none"> 1. Our processing is based on your consent or on our contract with you; and 2. When our processing is done through automated means (e.g., not paper records); and 3. You provided us with the personal data at issue.
Rights in Relation to Inaccurate Personal or Incomplete Information	You may challenge the accuracy or completeness of personal data about you. If the personal data is inaccurate, you are entitled to have the inaccurate data removed, corrected or completed, as appropriate.	Please notify us of any changes regarding personal data about you as soon as they occur. You may make a request via our website by clicking here or by calling us at 855-642-7631.	This right only applies to personal data about you. When exercising this right, please be as specific as possible.
Right to Object to or Restrict Our Data Processing	Subject to certain conditions, you have the right to object to or ask us to restrict the processing of personal data about you.	You may make a request via our website by clicking here or by calling us at 855-642-7631.	This right applies only if our processing of personal data about you is based on our legitimate interests (see Section 3 above). Any objections must be based on your particular situation and must contain specific reasons.
Right to Have Personal Data Erased	Subject to certain conditions, you have a right to have your personal data erased e.g. where you think that the information we are processing is inaccurate, or the processing is unlawful.	You may make a request via our website by clicking here or by calling us at 855-642-7631.	We may not be in a position to erase personal data about you, for example when: <ol style="list-style-type: none"> 1. Where we have to comply with a legal obligation. 2. In case of exercising or defending legal claims; or 3. Where retention periods apply by law or regulations.
Right to Withdrawal	You have the right to withdraw your consent to any processing for which you have previously given that consent.	You may make a request via our website by clicking here or by calling us at 855-642-7631.	If you withdraw your consent, this will only take effect for the future.

14. Your Right to Lodge A Complaint with A Supervisory Authority. Without prejudice to any other administrative or judicial remedy you might have, you may have the right under data protection legislation in your country (where applicable) to lodge a complaint with the relevant data protection supervisory authority in your country if you consider that we have infringed applicable data protection legislation when processing personal data about you. This means the country where you are habitually resident, where you work or where the alleged infringement took place.

15. **Changes And Revisions To This Online Privacy Policy.** By accessing our Website, you acknowledge that we have the right to revise and amend this Online Privacy Policy. We will post any changes to this Online Privacy Policy here so that you will always be aware of our privacy practices. Please refer back to this Online Privacy Policy regularly. Your continued use of our Website following our posting of any such changes will mean that you accept such changes.
16. **California Do Not Track Policy.** Some browsers have a “do not track” feature that may transmit “do not track” signals to websites and other online services with which the browser communicates. At this time, we do not currently participate in any “Do Not Track” (DNT) systems that would allow us to respond to such browser “do not track” signals.
17. **Contact Us.** For further information or if you have any questions or queries about this Privacy Notice, please email us at riskops@microf.com or call us toll free at 855-642-7631. Please note that it may take us forty-five (45) days to fully process your request.