

PRIVACY POLICY

Last Modified: June 1, 2015

Effective Date: June 1, 2015

MyFinancialAnswers, LLC, a Delaware limited liability company (referred to in this Privacy Policy as “MFA”, “we”, “us”, or “our”) respects your privacy and we are committed to protecting it through compliance with this Privacy Policy. Except as otherwise defined herein, all terms used in this Privacy Policy have the meanings set forth in the Terms of Use, located at <http://www.myfinancialanswers.com/legal/terms> (the “Terms of Use”).

1. Introduction. This Privacy Policy describes the types of information we may collect through your use of the MFA Website or the MFA Services and our practices for collecting, using, maintaining, protecting, and sharing that information. This Privacy Policy applies to all information that we collect through the MFA Website and the MFA Services. As explained in the Terms of Use, some of the MFA Services, such as the MFA Planning Tool, may be subject to Additional Terms, such as the End User License Agreement for the MFA Planning Tool (EULA). Such Additional Terms may contain provisions regarding information that you provide and/or how we may use such information. Such provisions of the applicable Additional Terms shall supplement this Privacy Policy. In the event of a conflict between such provisions and this Privacy Policy, the provisions of the Applicable Terms shall govern and control. This Privacy Policy does not apply to information that you provide to third parties or that we may collect from you or about you in other ways, including through e-mails you may send to us or through third parties.

2. Updates to Privacy Policy. As technology changes and as our business grows and develops, we may modify this Privacy Policy from time to time. Changes to this Privacy Policy will be made and will become effective as described in the Terms of Use.

3. Children. We are committed to protecting the privacy of children under the age of eighteen (18) (each a “Child” and collectively, “Children”). Use of the MFA Services by Children is prohibited by the Terms of Use. Neither the MFA Website nor the MFA Services are designed for or marketed to Children, and we do not knowingly collect Information (as defined below) from Children. If we learn we have collected or received Information from a Child, we will delete that Information. If you believe we might have any Information from or about a Child, please contact us at: support@myfinancialanswers.com.

4. Definitions. As used in this Privacy Policy:

4.1 “Information” means, collectively, Personal Information, Financial Information and Sensitive Information.

4.2 “Personal Information” means personally-identifiable information (information relating to an individual that can be used to identify, locate, or contact that individual, alone or when combined with other personal or identifying information), such as: name, home or physical address, e-mail address, phone number, or personal characteristics (such as photos, age or date of birth, race, gender, number or gender of children, height, weight, religion, occupation, education, political party affiliation, medical conditions or other health information, fingerprints, handwriting), or any other information about an individual that we collect through the MFA

Website or the MFA Services and maintain in personally identifiable form in combination with other personally-identifiable information. As used herein, “Personal Information” also includes any personally-identifiable information that is part of any Account Information (as such term is defined in the EULA for the MFA Planning Tool) that you provide to us in connection with your use of the MFA Planning Tool.

4.3. “*Financial Information*” means information about your financial goals and your sources of income, expenses, liabilities, information pertaining to creditworthiness, account balances, interest rates, and other similar information. We may also collect demographic information (age, name, state). As used herein, “Financial Information” also includes any financial information that is part of any Account Information or Third Party Account Information (as defined in the EULA) that you provide to us in connection with your use of the MFA Planning Tool.

4.4 “*Sensitive Information*” means Social Security numbers, passport numbers, driver’s license numbers, bank account numbers, credit or debit card numbers, insurance policy numbers, login or authentication credentials (such as passwords), or other similar information. As used herein, “Sensitive Information” also includes any Third Party Log-In Information (as defined in the EULA) that you provide to us in connection with your use of the MFA Planning Tool.

4.5 “*Non-Personal Information*” means information or content other than Personal Information, including, for example, aggregated or anonymized information about our users and other information that does not identify any individual.

5. Types of Information Collected.

5.1 Visitor Information. We may automatically collect information about you when you use the MFA Services, such as the pages and other materials you access, the amount of data transferred, the links you click, the amount of time you spend interacting with each page, and other information about your interactions with the MFA Services, as well as certain standard information that your browser sends to every website that you visit, including your Internet Protocol (IP) address, operating environment (such as browser type and version, browser plugins installed, operating system version, regional and language settings, screen size and/or resolution, windows size, and page size), access dates and times, and referring websites. The MFA Services may use cookies, flash cookies, web beacons, and other technologies for a variety of purposes, such as saving and retrieving information about you, your visit, and assisting in displaying relevant promotions and advertising to you. We may use such technologies to share Non-Personal Information with third parties or to retrieve Non-Personal Information from third parties. At this time, the MFA Services do not respond to “Do Not Track” signals sent to us by your browser.

5.2 Google Analytics. We may, from time to time, use a tool called “Google Analytics” (including Google Analytics Demographics and Interest Reporting features) to collect information about your use of the MFA Services, which helps us provide content that is relevant to you and optimized for the devices that you use (such as smartphones and tablets). We respect and value your privacy, and we never combine the information collected through the use of Google Analytics with Information. We use the information we receive from Google Analytics

only to improve the MFA Services and our content and marketing. Google’s use and sharing of information collected by Google Analytics about your visits to this site is restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using [Google’s Ad Settings](#) tool. As an added privacy measure, you can use the [Google Analytics Opt-out Browser Add-on](#).

5.3 Information You Provide. In order to use the MFA Planning Tool, you must create an account (an “*MFA Account*”). When you create and use your MFA Account, you may provide us with a wide variety of Information, such as your name, postal address, physical address, e-mail address, phone number, your search queries within the MFA Services, Financial Information (such as your financial goals and the amount of your current savings), messages you send us, demographic information, and other types of information. We will store and use such information only in accordance with this Privacy Policy and the EULA. We do not knowingly collect or store Sensitive Information except for your login credentials for your MFA Account and Third Party Log-In Information for the purposes of accessing your Third Party Account Information as described in the EULA.

6. Use of Non-Personal Information. We may use Non-Personal Information (including, for example, aggregated information about our users or information that does not identify any individual) for any purposes whatsoever (including without limitation, advertising, marketing, enhancing, designing, or developing products and/or services, and research), and we may share Non-Personal Information with others, including our partners, affiliates, and our service providers.

7. Use of Information.

7.1 We will only store and use your Information as is reasonably necessary or appropriate in connection with your use of the MFA Services, including: (a) to contact you in connection with your use of the MFA Services, including to respond to your inquiries; (b) for authentication and identification purposes; (c) to enable us to provide the MFA Services; (d) to process any requests made in connection with your use of the MFA Services and to provide you with notices about your MFA Account; (e) to fulfill any other purpose for which you provide such Information to us; (f) in any other way we may describe when you provide the Information or in the Additional Terms; (g) to carry out our obligations and enforce our rights; (h) to provide you with relevant advertising and promotions; (i) to ensure your compliance with the Terms of Use and/or to investigate any potential breach of the Terms of Use; and (j) to protect our networks, data, software, or business interests. You understand and agree that we may transfer, process, maintain, and store your Information and other information in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use the MFA Services.

7.2 We are committed to protecting your privacy and we will not sell, lease, or disclose your Information to any third party except as described in this Privacy Policy. We may use the information we have collected from you to enable us to display advertisements to our advertisers’ target audiences. We do not share Information with our advertisers unless you opt-in to such sharing as described in Section **Error! Reference source not found.** below. However, if

you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

7.3 In addition to using and disclosing your Information in the manner described above and elsewhere in this Privacy Policy, we may disclose your Information:

7.4 to any person, entity or organization which you consent for us to disclose your Personal Information to;

7.5 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 Information held by us about our users is among the assets transferred;

7.6 to any of the MFA Parties (as defined in the Terms of Use), our business partners and agents who provide hosting services, and website and technical support providers, as is necessary or required in connection with the operation, maintenance, and support of the MFA Services;

7.7 to any person, entity or organization in order to facilitate the provision of the MFA Services, such as providing your name and payment information to our third party payment processor if you purchase any paid services that we may offer from time to time;

7.8 to comply with any legal requirements, subpoena, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;

7.9 as we believe is necessary or appropriate in an emergency situation, including without limitation, to prevent criminal activity, personal injury or property damage;

7.10 to law enforcement, financial institutions, or other appropriate authorities in connection with any investigation of suspected criminal or fraudulent activity by any person or entity; and

7.11 if we believe it is necessary or appropriate to protect the rights, property, or safety of the MFA Parties, our users, or third parties (including, without limitation, to facilitate the enforcement of our rights under the Terms of Use).

7.12 EULA. As described in the EULA, if you access and use the MFA Planning Tool, your Information may be used or disclosed by us as follows: (a) if you have an Advisor-Linked Account (as described and defined in the EULA), we will disclose your Information to your Advisor and your Advisor may access your MFA Account and acquire your Information directly; (b) we may use your Third Party Log-In Information to access your Third Party Account Information; and (c) we will disclose your Information to third parties when you affirmatively decide to learn more about or purchase a product or service advertised by such third party through the MFA Planning Tool. While we seek assurances from Advisors and third party advertisers that they will not disclose your Information to third parties without your consent, we cannot control how such persons or entities may use your information.

8. Security. We have implemented measures designed to secure your Information from accidental loss and from unauthorized access, use, alteration, and disclosure. See <http://www.myfinancialanswers.com/security> for more details on our security procedures. The safety and security of your Information also depends on you. You are responsible for safeguarding the username and password associated with your MFA Account and notifying us immediately if you suspect your username and password or your MFA Account have been compromised. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your Information, we cannot guarantee the security of your Information transmitted to or through the MFA Services. Any transmission of Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in the MFA Services.

9. Third Party Sites. The MFA Services may contain links to other websites that are operated by third parties. Once you have clicked on a link connecting you to such third party website, you will leave the MFA Services and be taken to a website that we do not control. This Privacy Policy does not apply to any Information (or other information) collected on a third party site. We suggest you read the privacy policy of the third party site before providing any Information on such third party site. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any websites or services provided by a third party.

10. Access to and Change of Information. You may contact us at any time to: (a) request the removal of Information you provided to us from our databases; and (b) update your Information. However, certain information associated with sales made through the MFA Services may be retained permanently for legal, tax, and business reasons. In addition, because certain Information may be necessary to provide the MFA Services to you, you understand that the removal of that Information may require us to delete your MFA Account. When your Information is updated or deleted, copies of such information may remain in our backups for a period of time.

11. Contacting Us. You may contact us with questions relating to this Privacy Policy by using the information below:

Email us at: support@myfinancialanswers.com

Write to us at:

MyFinancialAnswers, LLC

38 Cooper St.

Woodbury NJ 08096