

California Rights Policy

This notice supplements the information contained in our Online Privacy Policy and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this section.

Pursuant to the CCPA we are providing the following details regarding the categories of personal information about California residents that we have collected (whether online or offline) or disclosed within the preceding twelve (12) months. We may not collect and/or share all of the information listed below from you. What we collect and/or share depends on your relationship with us.

- Identifiers, such as name and government-issued identifier (e.g., Social Security number);
- Personal information, as defined in the California safeguards law, such as contact information and financial information;
- Characteristics of protected classifications under California or federal law, such as sex and marital status;
- Commercial information, such as transaction information and purchase history;
- Biometric information, such as fingerprints and voiceprints;
- Internet or network activity information, such as browsing history and interactions with our website;
- Geolocation data, such as device location and Internet Protocol (IP) location;
- Audio, electronic, visual and similar information, such as call and video recordings;
- Professional or employment-related information, such as work history and prior employer;
- Education information, such as student records and directory information; and
- Inferences drawn from any of the Personal Information listed above to create a profile about, for example, an individual's preferences and characteristics.

The categories of sources from whom we collected this Personal Information are:

- Directly from a California resident or the individual's representatives
- Service Providers, Consumer Data Resellers and other third parties
- Public Record Sources (Federal, State or Local Government Sources)
- Information from our Affiliates
- Website/Mobile App Activity/Social Media
- Information from Client Directed Third Parties or Institutions representing a Client/Prospect
- Information from Corporate Clients about individuals associated with the Clients (e.g., an employee or board member)

Sharing of Personal Information

The categories of third parties to whom we disclose Personal Information for our business purposes described in this privacy Notice are:

- Affiliates and Subsidiaries of Bristol County Savings Bank
- Vendors and Service Providers who provide services such as website hosting, data analysis, payment processing, order fulfillment, information technology and related infrastructure, customer service, email delivery, auditing, marketing and marketing research activities
- Partners and Third Parties who provide services such as payment, banking and communication infrastructure, storage, legal expertise, tax expertise, notaries and auditors, who promote the bank and its financial services and products to customers and other prospective buyers
- Other Third Parties who enable customers to conduct transactions online and via mobile devices, support mortgage and fulfillment services, vehicle loan processes and aggregators (at the direction of the customer)
- Government Agencies as required by laws and regulations

Personal information as defined in the CCPA does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to apply for financing or a deposit account, we will use that information to process your application.
- To provide, support, personalize, and develop our website, products, and services.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our Site, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Site, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

- To evaluate or conduct 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 Site users is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

In the preceding twelve (12) months, we have not sold any personal information for a third party's commercial purpose or for monetary value.

California residents have the right to opt out of the sale of their information by businesses that sell personal information. The CCPA defines a "sale" as the disclosure of personal information for monetary or other valuable consideration. Bristol County Savings Bank does not offer an opt out from the sale of personal information because we do not and have not within at least the last twelve (12) months sold personal information. The CCPA also requires that we state that we have no actual knowledge that we have sold personal information of California residents fifteen (15) years of age and younger.

Your Rights and Choices

The CCPA provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or for our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business

relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request by calling us at 508-828-5420.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, which may include: your account number, driver's license number, mother's maiden name, last four (4) digits of your social security number mailing address, zip code
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response, Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time, we will inform you of the reason and extension period in writing. If you have an account with us and access to our online portal, we will deliver our written response to that account. If you do not have an account with us or do not have access to our online portal, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve (12)-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

You have the right to be free from unlawful discrimination by a business for exercising your rights under the CCPA.

California's "Shine the Light" Law

California law permits customers in California to request certain details about how their personal information is shared with third parties and, in some cases, affiliates, if the personal information is shared for those third parties' and affiliates' own direct marketing purposes. We do not share personal information with third parties or affiliates for those third parties' or affiliates' own direct marketing purposes. Californians may request and obtain from us once a year, free of charge, information about the personal information (if any) that we disclosed to third parties for direct marketing purposes in the preceding calendar year.

To make a request, please provide sufficient information for us to determine if this applies to you, attest to the fact that you are a California resident, and provide your current California address to which we will send our response. Your inquiry must specify "California Shine the Light Privacy Rights Request" in the subject line of the email or the first line of the letter, and include your name, street address, city, state, and ZIP code. Please note that we are only required to respond to one (1) request per customer each year.

Changes to our privacy policy

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Site and update the notice's effective date. Your continued use of our website following the posting of changes constitutes your acceptance of such changes.