



Allegiance Bank California Consumer Privacy Act Notice

Last Updated: January 1, 2020

If you are a resident of California, then the following sections also apply to you.

Your privacy is important to us. This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Privacy Policy of Allegiance Bank (collectively, “we,” “us,” or “our”) and applies solely to 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”). Any terms defined in the CCPA have the same meaning when used in this notice.

Please note that certain exemptions apply to your rights and Allegiance’s obligations pursuant to the CCPA. These rights and requirements may not apply in certain situations depending on your relationship with Allegiance, Allegiance’s other legal obligations, and as otherwise provided for in the CCPA.

Allegiance reserves the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice’s effective date. Your continued use of our services, products, websites and/or mobile apps following the posting of changes constitutes your acceptance of such changes.

I. Collection and Disclosure of Personal Information

We may have collected or disclosed Personal Information in the following categories from consumers within the last twelve (12) months. The categories and examples provided in the chart below are those defined in the CCPA. This does not mean that all examples of that category of Personal Information were in fact collected but reflects our good faith belief to the best of our knowledge that some of that information may have been collected about consumers. We will update this disclosure from time to time as appropriate.

Personal information 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.

II. Where We Collect Your Personal Information From

We collect the personal information described below from one or more of the below sources:

- Directly from you throughout our relationship, including when you sign up for, and/or use, our products, services and websites, or when you visit our offices or attend an Allegiance event;
- Indirectly from you, for example, from observing your actions on our websites or mobile apps;
- From our parent entities, affiliates, subsidiaries and partners;
- From third parties that are authorized to share your information with us, such as intermediaries, broker dealers, our institutional clients and service providers; and
- From publicly available sources of information.

Category	Examples
A. Identifiers.	A name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
B. Categories of Personal Information in Cal. Civ. Code 1798.80(e).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
G. Geolocation data.	Physical location or movements.
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.
I. Professional or employment-related information.	Current or past job history or performance evaluations.
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

III. 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;
- To provide, support, personalize, and develop our websites, mobile apps products, and services;
- To create, maintain, customize, and secure your account with us;
- To process your requests, transactions, payments and prevent transactional fraud;
- 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 personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our websites, third-party sites, and via email or text message (with your consent, where required by law);
- To help maintain the safety, security, and integrity of our websites, software, systems, networks, products, services, databases other technology assets, and business;
- For testing, research, analysis, and product development, including to develop and improve our websites, mobile apps, products, and services;
- To manage our relationship with you or your business;
- To develop new ways to meet our clients' needs and to grow our business, for example by seeking client feedback or sharing our market research;
- To develop and carry out marketing activities in order to keep our clients informed about our products and services;
- To develop and manage our brand;
- To respond to requests by law enforcement and our regulators and as may otherwise be required by applicable law, court order, or governmental regulations;
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Allegiance's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Allegiance is among the assets transferred; and
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

IV. Disclosure of Personal Information for a Business Purpose

The categories of third parties to whom we may have disclosed Personal Information for our business purposes described in this privacy disclosure in the preceding twelve (12) months are:

- Affiliates and Subsidiaries of Allegiance 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, mortgage and fulfillment services, loan processes and aggregators (at the direction of the customer)
- Law enforcement, regulatory and other government agencies as required by laws and regulations

V. "Sale" of Personal Information

Within the last twelve (12) months, Allegiance has not sold consumers' Personal Information. Allegiance does not sell the Personal Information of minors under 16 years of age without affirmative authorization. For purposes of this Notice, "sold" or "sell" means the disclosure of Personal Information to a third-party for monetary or other valuable consideration. While we often benefit from such exchanges, we do not share personal information for the sole purpose of receiving compensation for that information.

VI. Your Rights under the CCPA

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

A. Access to Specific Information Rights

You have the right, subject to certain exceptions defined in the CCPA and other applicable laws and regulations, to request that Allegiance 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 that personal information.
- The categories of third parties with whom we share that personal information.
- The categories of personal information that each recipient received.
- The specific pieces of personal information we collected about you.

B. Deletion Requests Rights

You have the right, subject to certain exceptions defined in the CCPA and other applicable laws and regulations, to request that Allegiance 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.

C. Right to Not be Discriminated Against

You have the right not to receive discriminatory treatment for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

VII. Exercising Access and Deletion Rights

To exercise the access and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 844-334-3814; or
- Emailing us at Privacy@AllegianceBank.com

You may only make a verifiable consumer request for access twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to verify, to a reasonably high degree of certainty, that you are the person about whom we collected personal information. This may include requesting that you provide us with at least two or more pieces of personal information to match against personal information about you that we may or may not maintain and which we have determined to be reliable for the purpose of verification.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Verifiable Consumer Request

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 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.

Authorized Agent

Only you or a person registered with the California Secretary of State that you authorize 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. If you submit a request on behalf of another person, we may require proof of authorization and verification of identity directly from the person for whom you are submitting a request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt.

In some instances, we may not be able to honor your request. For example, we will not honor your request if we cannot verify your identity or if we cannot verify that you have the authority to make a request on behalf of another individual. Additionally, we will not honor your request where an exception applies, such as where the disclosure of Personal Information would adversely affect the rights and freedoms of another consumer or where the Personal Information that we maintain about you is not subject to the CCPA's access or deletion rights.