

## **Privacy Policy**

### **Nova Financial & Investment Corporation**

#### **Privacy Policy Overview**

##### **Overview**

Nova Financial & Investment Corporation, dba NOVA® HOME LOANS, understands the importance of handling customer information in a professional and confidential manner. We know that privacy is an important element of our customer's confidence in us and we understand that our customers expect us to collect and retain personal financial information responsibly.

This policy was developed in compliance with the Gramm-Leach-Bliley Act and various State and Federal laws focused on consumer privacy and protection. To comply with Federal and State laws, this policy outlines the following information:

- **How NOVA® Collects Personal Information**
- **The Types of Information NOVA® Collects**
- **What Information NOVA® Shares**
- **How NOVA® Protects Your Information**

NOVA® HOME LOANS uses various terms in this policy.

- “We” and “Our” in this policy refers to NOVA® HOME LOANS.
- “You” and “Your” in this policy refers to consumers.
- “Customer” and “Consumer” will be used interchangeably and refers to individuals who may or may not create a consumer relationship with NOVA® HOME LOANS, but has a direct interest in applying for and obtaining a mortgage with NOVA® HOME LOANS. This can include current, former, and potential consumers.
- “Affiliate” means any person or entity that is either controlled by, or is under common control of NOVA Financial Investment Corporation.
- “Non-Affiliated Third Party” means any person or entity that is not controlled by, or not under common control of NOVA® HOME LOANS but is affiliated with NOVA® HOME LOANS through provided services and may receive, maintain, process or be permitted access to consumer information based on agreed-upon provisions with NOVA® HOME LOANS.
- “Nonpublic Personal Information” or “NPI” means any personally identifiable information that you provide to NOVA HOME LOANS in order to apply for or obtain a mortgage loan. This type of information does not include information that is readily available for a public source, such as phone book, government records, or social media.
- “Opt-Out” refers to a client's ability to restrict or limit the sharing of information. We will explain how you can exercise this right.
- “Collect”, “Use”, or “Share” refer to the act that NOVA HOME LOANS collects and uses your personal information.

## **Experience**

NOVA® HOME LOANS has close to 40 years of financial experience.

## **Electronic, Physical and Administrative Safeguards**

We take great care to ensure your personal information is kept safe.

Only carefully trained professionals and companies who service your account have access to your personal information.

NOVA® HOME LOANS diligently maintains security measures that comply with applicable federal standards. This allows us to prevent unauthorized access to your non-public personal information.

## **Responsible Information Sharing**

Information is sometimes shared within the NOVA® HOME LOANS family for purposes that could benefit you such as fraud control, and other general business practices. These may include, but are not limited to, Nova Financial Services (NFS), Nova Insurance Services (NIS), Accurate Appraisal Management Services (AAMS).

We only contract with respectable, carefully screened third-party financial and non-financial companies that offer our customers valuable merchandise and services.

## **Control over Information Sharing**

We give you a choice. If you do not want us to share your information, follow our Opt-Out procedures, and we'll be happy to comply with your "Opt-Out Request," consistent with the procedures in our Privacy Statement.

According to the **California Consumer Privacy Act (CCPA)** beginning January 1, 2020, California consumers will have the right to request categories and/or specific pieces of personal information that NOVA® HOME LOANS collects. California consumers may request the categories of sources from where information was collected, the business purpose for collecting or selling the information, and the categories of third parties with whom the information is shared.

If NOVA® HOME LOANS does not receive a request to opt-out of information sharing under CCPA, NOVA® HOME LOANS may share information with affiliated third parties or other companies who have contracts to provide products or services to NOVA® HOME LOANS consumers.

For a detailed explanation and summary of California consumer rights under CCPA please visit [California Privacy Policy](#)

## **Children**

NOVA® HOME LOANS, in compliance with the requirements of **Children's Online Privacy Protection Act (COPPA)**, does not market to or solicit or collect personal information from children under age 13. Our website, products, and services are all directed towards consumers that are at least 18 years old or older.

## **Our Commitment to You**

The following Privacy Statement details our commitment to serving both your financial and privacy needs.

NOVA® HOME LOANS is proud to be part of a financial services organization that has been providing superior products and services to its customers for close to 40 years. We greatly appreciate the trust that you and millions of other customers have placed in us, and we will protect that trust by continuing to respect the privacy of all our applicants and customers even if our formal customer relationship ends.

The following will explain our privacy practices so that you will understand our commitment to your privacy, and so you can make an informed choice about who you allow us to share your information with in order to offer you products and services. Although most customers enjoy receiving offers and information about additional products and services, if you prefer that we don't share your information for marketing purposes, we will respect your choice. If you have selected a credit insurance product, the privacy statement applicable to that credit insurance product is set forth at the end of this Privacy Statement.

## **How we Collect Information**

It is important for you to know that in order to ensure that our customers get the very best service and the highest quality products, NOVA® HOME LOANS collects demographic information (such as your name and address) and credit information (such as information related to your accounts with us and others). This information comes either directly from you, for instance, from your application and transactions on your account; or, it may come from an outside source such as your credit bureau report. In addition, if you visit our Internet website, we may collect certain information about your Internet usage. Gathering this information helps us to identify our customers and manage our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers.

## **Types of Information Collected**

When contacting us on our site or as appropriate, you may be asked to provide your name, mailing address, subject property address, E-mail and/or telephone number. Depending on the product(s) or service(s) provided, we may request the following information from you or a non-affiliated third party.

Information we receive from your application or from other forms:

- Social Security Number
- Income and Employment History
- Credit History and Payment History
- Credit Scores and Assets
- History of Occupancy
- Information about previous transactions with NOVA® HOME LOANS
- Information from a consumer reporting agency

## **We Respect Your Privacy**

Since some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access, and we would never share the information in violation of any regulation or law.

Because NOVA® HOME LOANS respects your privacy and values your trust, the only employees or companies who can access your non-public personal information are those who use it to service your account or provide services to you or to us. NOVA® HOME LOANS diligently maintains physical, electronic and procedural safeguards that comply with applicable federal standards to guard your non-public personal information and to assist us in preventing unauthorized access to that information.

Physical documents supplied to NOVA® Home Loans are securely destroyed once they are no longer needed; this is completed securely in a manner that does not allow NOVA® employees or third parties to access documents awaiting destruction.

## **Use of Information Obtained by NOVA® HOME LOANS**

NOVA® Home Loans understands and stresses the importance of consumer privacy; however, like all financial companies, will need to share consumer personal information in order to successfully review and process requests in an effective and efficient manner. As a result, nothing in this policy prohibits the sharing of information if necessary to follow the law, as

permitted by law, or to provide a tailored experience and service on your account(s) with us. To the extent that NOVA® HOME LOANS is authorized to access your personal information, NOVA® Home Loans may use the information in the following ways and for the following reasons.

**Tailored Experience** - NOVA® Home Loans may utilize your provided contact information to reach you regarding questions or concerns you may have about the product(s) or service(s) you received. This may also include the use of surveys.

**Responding to/or Processing Applications** - NOVA® Home Loans may use consumer provided information in order to process and maintain your request and to comply with applicable State and Federal Laws in relation to your application with NOVA® Home Loans.

**Fulfill Legal Obligations** - NOVA® Home Loans may use consumer provided information to comply with State and Federal legal requirements, to respond to court orders or legal investigations, to report to credit bureaus, and/or to exercise legal rights/claim(s).

#### **How We Share Information with Other NOVA® Home Loans Companies**

From time to time, for general business purposes such as fraud control, or when we think it may benefit you, we share certain information with other companies within the NOVA® HOME LOANS family, unless you choose to Opt-Out. These companies all provide financial services. We may also share certain information with non-financial service providers that become part of the NOVA® HOME LOANS family in the future. The information we share may come from your application, such as your name, address, telephone number and income.

By submitting a loan application or a request to be pre-qualified to NOVA® Home Loans, you authorize NOVA® Home Loans to check your credit and employment history and to share your credit report with NOVA® Home Loans affiliates and our mortgage partners only to process your loan application. By clicking the button and submitting your information, you agree to our Terms of Use and our Information Security and Privacy Policies, and expressly consent to share your information with our affiliates Accurate Appraisal Management Services (AAMS), NOVA Financial Services (NFS) and Nova Insurance Services (NIS), and potentially our mortgage partners, and for us, our affiliates and our mortgage partners to contact you (including through automated or prerecorded means) by telephone, mobile device, and email, even if your telephone number is on a corporate, state or national Do Not Call Registry.

#### **How We Share Information Outside the NOVA® HOME LOANS Family**

Except for Vermont, North Dakota and San Francisco residents, we also may share information with other companies outside the NOVA® HOME LOANS family that are able to extend special offers we feel might be of value to you. These offers are typically for products and services that you might not otherwise hear about. The information we may provide them comes from the

sources described above and may include your name, address and phone number. For Vermont, North Dakota and San Francisco residents, the law requires us to obtain your permission in order to share information about you in this way, and we have chosen not to share your information in this way.

We may also provide information to non-NOVA® Home Loans companies that perform operational services related to your account, or marketing services for us. The sharing of information with these types of companies is permitted by law. Such a company might include a financial company (such as a mortgage banker or insurance service provider) with whom we have a joint marketing agreement or a non-financial company (such as a data processor or internet service provider) with whom we have a service agreement. The information we may share also comes from the sources described above and may include your name, address, phone number, and account experience with us.

Finally, we provide information about you to non-NOVA® Home Loans companies such as credit reporting agencies and companies which provide services related to your account. This information sharing is also permitted by law.

### **Privacy and Security on the Internet**

Our website offers you the opportunity to view your current account information and make payments online, in addition to providing general information about our company and products.

### **How to Request That Your Information Is Not Shared**

If you do not want us to share your credit information (such as your credit bureau information) with other NOVA® HOME LOANS companies, please let us know by completing **one** of the following requests:

- Email your Opt-Out Request to [optout@novahomeloans.com](mailto:optout@novahomeloans.com)
- Call us toll-free at 800-955-9125
- Complete the [Customer Opt-Out Form](#) and mail to:  
Nova Financial & Investment Corporation  
6245 E. Broadway Blvd., Suite #400  
Tucson, AZ 85711

If you have previously informed us of your preference, you do not need to do so again. We will be happy to comply with your request. This request will not apply to information about your transactions or experience with us (such as account information, account usage, or payment history) and will only apply to the NOVA® HOME LOANS account you have designated on the

form by account number. An opt-out request by any party on a joint account will apply to all parties on the joint account.

### **Non-NOVA® Home Loans Companies (Not applicable to Vermont, North Dakota and San Francisco residents)**

If you do not want us to share your nonpublic personal information with non-NOVA® Home Loans companies (unless we are permitted or required by law to do so), you will also need to indicate your wishes by completing one of the same three requests:

- Email your Opt-Out Request to [optout@novahomeloans.com](mailto:optout@novahomeloans.com)
- Call us toll-free at 800-955-9125
- Complete the [Customer Opt-Out Form](#) and mail to:  
Nova Financial & Investment Corporation  
6245 E. Broadway Blvd., Suite #400  
Tucson, AZ 85711

If you have previously informed us of your preference, you do not need to do so again. You understand that your request may exclude you from receiving valuable offers in the future. Your request will only apply to the NOVA® HOME LOANS account you have designated on your form by account number. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. Please allow sufficient time for us to process your request. Please do not include any other correspondence in with your request.

### **Security Information**

We understand that security is a prime concern for our customers, and our website strives to offer a high level of security:

- All Internet access must be completed using a browser that supports SSL encryption. All communications between you and our website are encrypted by a 128-bit secure link to protect the confidentiality of your data. State of the art monitoring systems and firewalls are used to prevent unauthorized access to our systems.
- Users are required to select their own Login ID and Password when they sign up and can change it at any time.
- The website will automatically log out after a period of inactivity during any session to protect your information.
- Only carefully trained professionals and companies who service your account have access to your personal information.
- We diligently maintain security measures that comply with applicable federal standards.

## **Website Terms and Conditions**

### **Copyright and Other Intellectual Property**

The following terms and conditions govern the use of this website, an electronic service that permits you to apply for credit and obtain information offered by Nova Financial & Investment Corporation. In the following terms and conditions, "NOVA®" refers to Nova Financial and Investment Corporation, dba NOVA® HOME LOANS.

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WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY.

### **Confidentiality of Information**

NOVA® HOME LOANS has taken reasonable steps to ensure the confidentiality of information taken at this website and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

### **Information and Cookies**

NOVA® HOME LOANS may collect and receive the URL you came from, the pages of NOVA®'s website that were viewed during a visit, the advertisements you clicked, any search terms that you entered to reach our site, and certain other information regarding your Internet use. To see ways in which this information may be used, click the link to view the [Privacy FACTS Form](#). Some of NOVA®'s websites may also make use of "cookie" technology to measure site activity, determine how you arrived at our site and maintain your identity as you navigate through the website. NOVA®'s websites require cookies to allow you to view your statements and transactions online. A "cookie" is an element of data that a website can send to your browser, which may then store the cookie on your hard drive. Cookies make visiting a website easier for you by saving your preferences while you are at the site. The use of cookies is an industry standard and you will find them on many websites. NOVA® uses the information from cookies to provide services that are customized to your needs.

NOVA® HOME LOANS may also use third-party advertising companies to serve NOVA®'s ads on the Internet. These third-party advertising companies also employ cookie technology to measure the effectiveness of ads. To do so, these companies may use information about your visits to NOVA®'s website and other websites. Unless otherwise notified, these advertising companies do not use names, addresses, e-mail addresses or telephone numbers, and do not link any online actions or cookies to an identifiable person. The use of their cookies is subject to their own privacy policy.

If you want to prevent a third-party advertiser from sending and reading cookies on your computer, currently you must visit each ad network's website individually and opt-out.

## **Choice of Law**

All website activity or use and these Terms and Conditions are governed by the laws of the United States of America and the laws of the State of Arizona, without regard to conflict of law principles.

## **Website Content and Material**

The information and materials contained in this website, including but not limited to these Terms and Conditions and any product information, are subject to change without notice. Users are deemed to be apprised of and bound by any such changes. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by NOVA®.

## **Waiver and Severability**

Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions. If any provision in these Terms and Conditions shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

## **Access to Secured Areas**

Access to and use of password protected and/or secure areas of this website is restricted to authorized users only. Unauthorized persons attempting to access these areas of the website may be subject to prosecution.

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## **NOVA® Home Loans FACT Act RED FLAG Disclosure**

**PURPOSE-** The purpose of the NOVA®'s Red Flag Identity Theft Plan is to provide information to assist individuals in detecting, preventing, and mitigating identity theft in connection with the opening of a "covered account" or any existing "covered account".

**BACKGROUND OF RED FLAG RULES-** In 2003, the U.S. Congress enacted the Fair and Accurate Credit Transaction Act of 2003 (FACT Act) which required the Federal Trade Commission (FTC) to issue regulations requiring "creditors" to adopt policies and procedures to prevent identity theft. In 2007, the Federal Trade Commission (FTC) issued a regulation known as the Red Flag Rule. The rule requires "financial institutions" and "creditors" holding "covered accounts" to

develop and implement a written identity theft prevention program designed to identify, detect and respond to “Red Flags.”

#### DEFINITIONS

**Covered Accounts-** Credit cards, checking/savings accounts, car loans, cell phone service, utilities, margin accounts, and mortgage loans.

**Creditors-**Organizations that regularly extend, renew, or continue credit; companies that make arrangements to extend, renew or continue credit; and assignees of companies who extend, renew, continue credit. Examples are finance companies, utility companies; automobile dealers, telecommunication companies, mortgage brokers and mortgage lenders.

**Identifying Information-** Any name or number that may be used alone or in conjunction with any other information to identify a specific person.

**Personal Information-**This information includes an individual’s first name or first initial and his or her last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted: Social Security Number, driver’s license/state identification card number, health insurance information, medical information, or financial account number such as credit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account or identity.

**Identity Theft-**A fraud committed or attempted using the identifying information of another person without authority.

**Red Flags-**Alerts, discrepancies, warnings, variance, or unusual activity or pattern that is noticed by the creditor

#### IDENTIFICATION OF RED FLAGS

Broad categories of “Red Flags” include the following:

\*Alerts – alerts, notifications, or warnings from a consumer reporting agency including fraud alerts, credit freezes, or official notice of address discrepancies.

\*Suspicious Documents – such as those appearing to be forged or altered, or where the photo ID does not resemble its owner or an application which appears to have been cut up, re-assembled and photocopied.

\*Suspicious Personal Identifying Information – such as discrepancies in address, Social Security Number, or other information on file; an address that is a mail-drop, a prison, or is invalid; a phone number that is likely to be a pager or answering service; personal information of others already on file; and/or failure to provide all required information.

\*Notice from Others Indicating Possible Identify Theft—such as the institution receiving notice from a victim of identity theft, law enforcement, or another account holder reports that a fraudulent account was opened.

## DETECTION OF RED FLAGS

Detection of Red Flags in connection with the opening of covered accounts as well as existing covered accounts can be made through such methods as:

- \*Obtaining and verifying identity through provided documentation, credit report, and Social Security Administration
- \*Authenticating customers

## RESPONSE TO RED FLAGS

The detection of a Red Flag by an employee shall be reported to the Management Team, Compliance Officer and their appropriate administrator. Based on the type of red flag, the appropriate administrator, Management Team and Compliance Officer together with the employee will determine the appropriate response.

## SERVICE PROVIDERS

NOVA® remains responsible for compliance with the Red Flag Rules even if it outsources operations to a third party service provider. The written agreement between NOVA® and the third-party service provider shall require the third party to have reasonable policies and procedures designed to detect relevant Red Flags that may arise in the performance of their service provider's activities. The written agreement must also indicate whether the service provider is responsible for notifying only NOVA® of the detection of a Red Flag or if the service provider is responsible for implementing appropriate steps to prevent or mitigate identify theft.

## TRAINING

All employees who process any information related to a covered account shall receive training following appointment on the procedures outlined in this document. Refresher training will be provided annually.

## FURTHER INFORMATION

### **Compliance Department**

NOVA® Home Loans

(520) 745-0050

resolution@novahomeloans.com

Updates: These Terms and Conditions were last updated on January 1, 2020. Please check periodically for changes as NOVA® reserves the right to modify this privacy policy or any other published policy at any time.

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