Beal Bank USA

Schedule to Deposit Account Agreement

Disclosures in this document:

- **Truth in Savings Disclosures by Account Type**
- **Fee Schedule**
- **Customer Identification Program ("CIP")**
- **Online Privacy Policy**
- **Consumer Privacy Notice ("GLBA")**
- **California Privacy Rights Act ("CPRA") Notice at Collection and Policy**

Beal Bank USA

Truth in Savings Disclosures by Account Type

1. Certificates of Deposit (CDs). With certificates of deposit from Beal Bank USA, you can maximize returns while controlling the accessibility of your deposits. In addition, Beal Bank USA CDs provide you the benefits of financial stability, competitive rates, and a range of maturities – from one (1) month to five (5) years. To ensure that the greatest number of customers can benefit from our high rates, Beal Bank USA limits aggregate deposit balances to $1,000,000.00 per tax identification number.

RATE. You will be paid the disclosed rate until the first maturity date of the certificate. The annual percentage yield (APY) assumes interest will remain on deposit until maturity.

INTEREST. Interest will be compounded and credited to your account quarterly. If you close your account before the end of the quarter, you will receive the interest accrued to the date of closure. Interest begins to accrue on the Business Day you deposit noncash items (for example, checks). The daily balance method is used to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The interest rate we will use to calculate the interest forfeiture will be the simple interest rate in effect on the date of the withdrawal. You can withdraw interest any time after it is credited. The interest rate and annual percentage yield (APY) stated on (a) for accounts opened in a branch, your rate sheet, or (b) for accounts opened online, the success page, is accurate as of the date stated on such document. If you would like current rate and yield information, please call your local branch or our customer service at 1-877-879-2325.

RENEWAL. The certificate will automatically renew on each succeeding maturity. You will have ten (10) calendar days after the maturity date to withdraw funds without penalty. Each renewal term is the same as the original term. You must notify us in writing before or within a ten (10)-day grace period after the maturity date if you do not want this account to be automatically renewed. Interest earned during one (1) term that is not withdrawn during or immediately after the term is added to principal for the renewal term. The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on the maturity date and we can tell you what the interest rate will be for the next renewal term. Interest will be calculated on the same basis as during the original term.

WITHDRAWAL. Interest may be withdrawn at any time during the term it is earned after it is credited to your account. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

EARLY WITHDRAWAL PENALTY. You have agreed to keep your funds with us in your account until the maturity date. If we consent to a request for a withdrawal that is otherwise not permitted, you may have to pay a penalty. The penalty will be an amount calculated as follows:

(1) If the original term of the certificate of deposit is one (1) year or less, the penalty amount will be the greater of:

One percent (1.00%) of the amount withdrawn; or

One-half (½) of the interest that would have been earned on the amount withdrawn during the entire term of the account at the interest rate being paid on the account.

(2) If the original term of this certificate of deposit is more than one (1) year, the penalty amount will be the greater of:

One percent (1.00%) of the amount withdrawn; or

The Replacement Cost of the amount withdrawn.

Replacement Cost. The "Replacement Cost" is an estimate of the interest cost to us of replacing the funds you withdraw with other funds in a certificate of deposit with a term approximately equal to the remaining term of your certificate of deposit, taking into account current market rates. The Replacement Cost is the product obtained by MULTIPLYING the amount you withdraw TIMES the remaining term of your certificate of deposit expressed in years (or fractions of years) TIMES the Replacement Rate.

Replacement Rate. The "Replacement Rate" is an annual interest rate equal to the SUM of the yield of a United States Treasury instrument which can be purchased on the date you withdraw the funds which will mature on the maturity date of your certificate of deposit, PLUS the bank's estimated market risk premium of one-half percent (0.50%), MINUS the interest rate being paid on your certificate of deposit.

If there is no United States Treasury instrument which can be purchased on the date of withdrawal which will mature on the exact maturity date of your certificate of deposit, then the Replacement Rate will be calculated by using the hypothetical yield of a hypothetical United States Treasury instrument purchased on the date you withdraw the funds and maturing on the maturity date of your certificate of deposit. The hypothetical yield will be determined by interpolating the yields of actual United States Treasury instruments which could be purchased on the date you withdraw the funds and which would mature immediately before and immediately after the maturity date of your certificate of deposit.

Example of Calculation of Early Withdrawal Penalty for CD with Term of More Than One (1) Year

The following example shows how the early withdrawal penalty would be calculated for a withdrawal from a certificate of deposit with a term of more than one (1) year. *This example may not reflect the actual terms of your certificate of deposit.*

Assume that you have a three (3)-year CD with an interest rate of 1.50% and that you request a withdrawal of $25,000.00 of principal two (2) years before the maturity date of the CD. Assume that interest rates have risen since you purchased the CD.

Since the CD has a term of more than one (1) year, the early withdrawal penalty is the greater of (a) 1.00% of the amount withdrawn (which would be $25,000.00 x 1.00% = $250.00), or (b) the Replacement Cost of the amount withdrawn.

To calculate the Replacement Cost of the amount withdrawn, the Replacement Rate would first be determined. The Replacement Rate is the difference between the interest

rate that we are paying on your CD and the approximate rate we would have to pay on a new CD to replace the funds you withdraw.

The Replacement Rate is calculated as follows:

Step 1. The yield of a United States Treasury instrument which could be purchased on the date of withdrawal and which would mature on the maturity date of the CD would be determined.

Assume that the yield on a two (2)-year United States Treasury instrument purchased on the date of withdrawal and maturing on the maturity date of your CD is 3.00%.

Step 2. The bank's estimated market risk premium of 0.50% would be added to the yield of the United States Treasury instrument, as follows:

3.00% + 0.50% = 3.50%

Step 3. The interest rate on your current CD will be subtracted to determine the Replacement Rate, as follows:

3.50% – 1.50% = 2.00%

The Replacement Rate of 2.00% is then used to calculate the Replacement Cost using the following formula:

Amount Withdrawn x Remaining Term of CD (years) x Replacement Rate = Replacement Cost

$25,000.00 x 2 years x 0.02 = $1,000.00

The early withdrawal penalty would be the greater of (a) 1.00% of the amount withdrawn, which is $250.00, or (b) the Replacement Cost, which is $1,000.00. In this example, the early withdrawal penalty would be $1,000.00.

This example may not reflect the actual terms of your certificate of deposit.

MINIMUM BALANCE. For all term lengths, in order to open and obtain the stated annual percentage yield (APY), the following minimum balance is required: (a) for accounts opened in a retail branch, $1,000.00, or (b) for accounts opened online, $25,000.00. We may treat any withdrawal which would reduce the balance remaining in the account below the required minimum balance as a withdrawal of the entire account balance and calculate the amount of the penalty accordingly. You may not make deposits into your account until the maturity date.

FEES. The charges and fees for CDs shall be at a rate specified in Beal Bank USA's applicable Fee Schedule, as amended from time to time. The Fee Schedule is included in this Schedule to Account Agreement.

PLEDGES. Any pledge of your account to which we have agreed must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one (1) joint tenant pledges the account for payment of a

debt and then dies, the surviving joint tenant's rights in the account are subject first to the payment of the debt.

ADDITIONAL TERMS. We reserve the right to limit your aggregate deposit balances to $1,000,000.00 per taxpayer identification number.

2. Money Market Accounts (MMA). Money market accounts from Beal Bank USA have no fixed terms or maturities, so your funds are always available. This feature makes money market accounts an excellent way to save your extra funds, at a rate generally higher than regular savings or interest-bearing checking accounts. To ensure that the greatest number of customers can benefit from our high rates, Beal Bank USA limits aggregate deposit balances to $1,000,000.00 per tax identification number.

RATE. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account daily. The interest rate on your account will never be less than zero percent (0.00%).

INTEREST. Interest begins to accrue on the Business Day you deposit noncash items (for example, checks). Interest is compounded monthly and credited monthly. If you close your account before interest is credited, you will receive the accrued interest. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The interest rate and annual percentage yield (APY) stated on (a) for accounts opened in a branch, your rate sheet, or (b) for accounts opened online, the success page, is accurate as of the date stated on such document. If you would like current rate and yield information, please call your local branch or our customer service at 1-877-879-2325.

WITHDRAWAL. We reserve the right to, at any time, require not less than seven (7)-days' notice in writing before any withdrawal from an interest bearing account.

MINIMUM BALANCE. The minimum deposit to open a Beal Bank USA money market account is $1,000.00. To avoid a monthly service charge of $10.00, you must maintain a balance of $1,000.00 or more on each day of the monthly statement cycle. The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield (APY) for these tiers may change at our discretion. Balances of $999.00 and below will earn the rate and annual percentage yield (APY) of 0.00. Balances from $1,000.00 to $24,999.00 will earn the next highest tier. All balances of $25,000.00 or higher will earn the highest tier available.

FEES. The charges and fees for money market accounts shall be at a rate specified in Beal Bank USA's applicable Fee Schedule, as amended from time to time. The Fee Schedule is included in this Schedule to Account Agreement.

ADDITIONAL TERMS. We reserve the right to limit your aggregate deposit balances to $1,000,000.00 per taxpayer identification number.

3. Statement Savings Accounts (SSA). If you are beginning to build your financial portfolio, Beal Bank USA's statement savings accounts are the perfect way to start, because they only require low initial deposits. Your funds are always available, and you will generally earn higher returns than with typical interest-bearing checking accounts. To ensure that the greatest number of customers can benefit from our high rates, Beal Bank USA limits aggregate deposit balances to $1,000,000.00 per tax identification number.

RATE. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account daily. The interest rate on your account will never be less than zero percent (0.00%).

INTEREST. Interest begins to accrue on the Business Day you deposit noncash items (for example, checks). Interest is compounded quarterly and credited quarterly. If you close your account before interest is credited, you will receive the accrued interest. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The interest rate and annual percentage yield (APY) stated on (a) for accounts opened in a branch, your rate sheet, or (b) for accounts opened online, the success page, is accurate as of the date stated on such document. If you would like current rate and yield information, please call your local branch or our customer service at 1-877-879-2325.

WITHDRAWAL. We reserve the right to, at any time, require not less than seven (7)-days' notice in writing before any withdrawal from an interest bearing account.

MINIMUM BALANCE. The minimum deposit to open a Beal Bank USA statement savings account is $500.00. There is no balance requirement to obtain the annual percentage yield (APY) disclosed. To avoid a quarterly service charge of $3.00, you must maintain a balance of $500.00 or more throughout the quarterly statement cycle.

FEES. The charges and fees for statement savings accounts shall be at a rate specified in Beal Bank USA's applicable Fee Schedule, as amended from time to time. The Fee Schedule is included in this Schedule to Account Agreement.

ADDITIONAL TERMS. We reserve the right to limit your aggregate deposit balances to $1,000,000.00 per taxpayer identification number.

4. Individual Retirement Account (IRA) Certificates of Deposit. Beal Bank USA also offers individual retirement account certificates of deposit. Please see #1 – Certificate of Deposits above.

Last Updated: May 11, 2026

Beal Bank USA

Fee Schedule

Certificates of Deposit

Administrative Fees	
Returned Deposits (Per Item)	NO CHARGE
Wire Transfer - Domestic	$15.00
Wire Transfer - Foreign	$60.00
Wire Transfer - Incoming	NO CHARGE
Cashier's Check - Customer	$3.00
Cashier's Check - Non-Customer	$10.00
Recon/Research (Per Hour) (Minimum One (1) Hour)	$25.00
Compliance with Legal Orders (Per Hour)	$35.00

Money Market Accounts

Account Fees	
Service Charge Assessed if Account is Closed within Six (6) Months of Opening	$15.00
Monthly Minimum Balance Fee if Daily Balance Drops Below $1,000.00 Any Day of Statement Cycle	$10.00
Returned Deposits (Per Item)	NO CHARGE
Insufficient Funds (NSF) (Per Item, Per Presentment)	NO CHARGE
Overdraft (Per Item, Per Presentment)	NO CHARGE
Stop Payment (Per Request)	$25.00

Administrative Fees	
Wire Transfer - Domestic	$15.00
Wire Transfer - Foreign	$60.00
Wire Transfer - Incoming	NO CHARGE
Cashier's Check - Customer	$3.00
Cashier's Check - Non-Customer	$10.00
Direct Deposit Service	NO CHARGE
Copy of Check	$3.00
Copy of Statement	$4.00
Copy of Other Item	$3.00
Collection Item Plus Additional Fees Imposed by Bank	$10.00
Recon/Research (Per Hour) (Minimum One (1) Hour)	$25.00
Compliance with Legal Orders (Per Hour)	$35.00

Beal Bank USA

Statement Savings Accounts

Account Fees	
Service Charge Assessed if Account is Closed within Six (6) Months of Opening	$15.00
Quarterly Minimum Balance Fee if Daily Balance Drops Below $500.00 Any Day of Quarter	$3.00
Returned Deposits (Per Item)	NO CHARGE
Insufficient Funds (NSF) (Per Item, Per Presentment)	NO CHARGE
Stop Payment (Per Request)	$25.00

Administrative Fees	
Wire Transfer - Domestic	$15.00
Wire Transfer - Foreign	$60.00
Wire Transfer - Incoming	NO CHARGE
Cashier's Check - Customer	$3.00
Cashier's Check - Non-Customer	$10.00
Direct Deposit Service	NO CHARGE
Copy of Check	$3.00
Copy of Statement	$4.00
Copy of Other Item	$3.00
Collection Item Plus Additional Fees Imposed by Bank	$10.00
Recon/Research (Per Hour) (Minimum One (1) Hour)	$25.00
Compliance with Legal Orders (Per Hour)	$35.00

Customer Identification Program ("CIP")

In accordance with Section 326 of the USA PATRIOT Act (the "Act") signed October 26, 2001, all persons who have accounts at Beal Bank USA are subject to the Act's identity verification requirements even though they may be long-term customers of and well known to Beal Bank USA.

For purposes of the regulation, an "account" includes every formal banking relationship that entails ongoing services, dealings, or transactions – for example, deposits, such as money market and certificate of deposit accounts.

If you request to open an account or become a signatory on an account with Beal Bank USA and we have not previously verified your identity under the Act's regulatory requirements, we must request documentary verification of your identity, such as a driver's license or passport. Alternatively, we may verify your identity without documents, such as by using a credit search. Similar identification requirements apply to business entities, such as corporations and partnerships.

We appreciate your patience as we comply with the Act's identity verification requirements. Protection of your identity and confidentiality is our pledge to you.

Online Privacy Policy

The following Online Privacy Policy (this "Policy") applies to Beal Bank USA and any other site owned and/or operated by or on behalf of Beal Bank USA or any of its subsidiaries or affiliates. Beal Bank USA is committed to protecting the privacy and security of its online visitors. This Policy discloses the information gathering and dissemination practices of Beal Bank USA and its subsidiaries and affiliates.

When you visit our site to view any pages, read product information, or use any tools, you do so without telling us who you are and without revealing any personal information. While we do not collect identifying information about visitors to our site, we do use standard software that tracks the activity on our site. This allows us to better understand how many people use our site and which pages and features are most popular. The information we collect and store is limited to:

- The name of your Internet Service Provider;
- The website that referred you to us (if any);
- The date and time the pages were accessed; and
- The page or pages you requested.

There are instances where you may elect to provide us with personal information. If you fill out one of our feedback or request forms or send us an e-mail, you are transmitting the information that appears in the form or the body of the message. This will typically include information such as your name, mailing address, e-mail address, the kind of request you are making, and any other information necessary to fulfill your request. This is always your option; this information cannot be collected unless you specifically elect to send it to us. This information is used internally only for the purpose of fulfilling the request or for contacting you directly. Beal Bank USA will not sell or provide any personal information provided by you on its site to third parties for any purpose, including solicitation purposes.

Security

Beal Bank USA aggressively works to protect its operating systems and electronic information by using anti-virus software, anti-spyware software, firewalls, and other defensive measures. Beal Bank USA enforces strict identification measures for customer requests over the telephone or in writing.

Website – Inquiry and Offline Applications

In order to determine levels of interest in our offered products, we may collect certain non-identifying information such as pages viewed, offline applications prepared, and the geographical location of the site visitor. This information may be used in procedure improvement, possible product enhancement, and future product development.

Website – Online Applications

Should you choose to submit your application for an account online, you will provide your personal information needed to open your account through the Internet. In order to protect your personal privacy, your personal information is transmitted to us in a "secure session" that is established

through our data security system. You may, of course, elect to send us this information offline through the mail.

Unsolicited E-Mail

Beal Bank USA does not send unsolicited e-mail messages or place pop-up advertisements that request personal information such as your Beal Bank USA account number(s) or account password(s), your credit card number(s), or your Social Security number. If you receive an e-mail requesting personal information from someone claiming to be a representative of Beal Bank USA, and you did not originate the message, **do not respond**. If you see a pop-up advertisement for Beal Bank USA that requests personal information, **do not click the advertisement**. Call Beal Bank USA immediately to report the contact.

Cookies

In addition to the online information that you voluntarily provide to us, we may use cookies and retain cookie information separately or with the information you provide to us online. A cookie is a small piece of data assigned to the browser on your computer when you visit a website. We may use cookies for various purposes such as maintaining continuity during a session, gathering data about the use of our site, storing preferences or recognizing return users. Your web browser may alert you or permit you to refuse, disable, or delete cookies. If you refuse cookies, you may not be able to use certain features or services on the site. For example, cookies may be used to help complete or record a transaction or combine with your other data so that we may retain online information for your use in subsequent sessions.

Changes

Beal Bank USA may change this Policy at any time. Any changes or updates to this Policy will become effective immediately when posted. The "Last Updated" date of this Policy, as stated below, indicates the last time this Policy was materially changed. Checking the "Last Updated" date below allows you to determine whether there have been such changes since the last time you reviewed the Policy.

Questions

For further direction regarding inquiries concerning this Policy, you may contact us by e-mail at info@bealbankusa.com or telephone at 1-877-879-2325.

Last Updated

This Policy was last updated: May 11, 2026.

Beal Bank USA

Rev. July 2025

FACTS

WHAT DOES BEAL BANK USA DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- account transactions and transaction history
- payment history and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Beal Bank USA chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Beal Bank USA share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	WE DON'T SHARE
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	WE DON'T SHARE
For nonaffiliates to market to you	No	WE DON'T SHARE

Questions?

Call **877-879-2325** or go to **www.bealbankusa.com**

Who we are

Who is providing this notice?	Beal Bank USA

What we do

How does Beal Bank USA protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Beal Bank USA collect my personal information?	We collect your personal information, for example, when you ■ open an account or give us your contact information ■ show your driver's license or make a wire transfer ■ make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Our affiliates include companies with a "Beal" name, Monet Bank, CLMG Corp., or MGC Mortgage, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *Beal Bank USA does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Beal Bank USA does not jointly market.*

Other important information

California: We will not disclose information about you to nonaffiliated third parties, except as permitted by California law. To the extent required by California law, we will also limit our sharing of information about you with our affiliates. Please visit our California Privacy Rights Act Policy & Notice for more information.

Vermont: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, including, for example, with your consent or to service your account. We will not share information about your creditworthiness with our affiliates, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

California Privacy Rights Act ("CPRA") Notice at Collection

This California Privacy Rights Act Notice at Collection (this "Notice") is for California Residents ("consumers" or "you") only. This Notice describes the personal information that Beal Bank USA, Beal Service Corporation, and MGC Mortgage, Inc. (collectively, "we", "our", or "us") collects in the course of our business operations, your customer relationship with us, and/or through your job application and employment with us. This Notice explains how such information is collected, used, shared, and disclosed.

For our full policy and your rights under the California Privacy Rights Act of 2020 (California Civil Code § 1798 *et seq*.) ("CPRA"), please visit www.bealbankusa.com/CPRA-Policy.

NOTICE AT COLLECTION: What is Personal Information?

Personal Information We Collect, Use, or Share

Retention of Personal and Sensitive Personal Information

Disclosing Your Personal Information for a Business or Commercial Purpose

Selling Your Personal Information for a Business or Commercial Purpose; Right to Opt-out; Do Not Sell my Personal Information

Access by Persons with Disabilities

Our Full CPRA Policy

Beal Bank USA

NOTICE AT COLLECTION: What is Personal Information?

We may collect, use, or share your Personal Information (California Civil Code § 1798.140(v)(1)), including Sensitive Personal Information (as defined in California Civil Code § 1798.140(ae)). We do not and will not sell personal information for monetary consideration. Personal information is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your household ("personal information"). "Personal information" does not include: (1) publicly available information, such as information that is lawfully made available from federal, state, or local records, and (2) de-identified or aggregate consumer information.

With a limited exception, and as noted in other sections of this Notice, certain provisions of the CPRA do not apply to:

> Certain personal information covered by or collected under industry-specific privacy laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the California Confidentiality of Medical Information Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the California Financial Information Privacy Act, and the Driver's Privacy Protection Act of 1994.

Personal Information We Collect, Use, or Share

The CPRA requires us to disclose certain information regarding our collection, use, and sharing of personal information. The following table outlines the categories of personal information that we have collected about consumers in the last twelve (12) months. For each category, if applicable, we have identified the categories of sources from which that information was collected, the business or commercial purpose(s) for which the information was collected, and the categories of third parties and service providers with whom we share personal information.

Where you are a business and the Personal Information or Sensitive Personal Information relates to your directors, shareholders, beneficial owners, employees, agents, associates, or family members, it is not reasonably practicable for us to provide to them the information set out in this Notice. Accordingly, where appropriate, you are responsible for providing this information to any such person.

Business or commercial purposes are defined as follows:

- **Account Services:** We use personal information to offer our account services, including: (1) establishing, maintaining, supporting, and servicing an account you may have opened with us and for which you provided the information or that you may have applied for or established with us; (2) providing services, products, or information you may have requested from us; and (3) performing services such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, or providing similar services on our own behalf or on the service provider's behalf.
- **Security and Fraud Detection:** We use personal information for our security and fraud detection services including: detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity; and prosecuting those responsible for that activity.

- **Debugging:** We use personal information to engage in debugging to identify and repair errors that impair existing intended functionality.
- **Improvement of Products and Services:** We use personal information to verify, maintain, and improve our products and services.
- **Internal Research:** We use personal information for our internal research related to technological development and demonstration.
- **Advertising and Marketing Services:** We use personal information to provide advertising or marketing services on our own behalf.
- **Legal Obligations:** We use personal information to comply with legal obligations.
- **Audits**: We use personal information to audit current interactions with you and related transactions (*e.g.*, counting and verifying ad impressions, auditing compliance).
- **Merger/Acquisition/Bankruptcy, etc.:** We may use your personal information as part of a merger, acquisition, bankruptcy, or other transaction where a third party assumes control of us.
- **Commercial/Economic Interests:** We use personal information to advance our commercial or economic interest.

Categories of Personal Information and Sensitive Personal Information	Categories of Sources from which Personal Information and Sensitive Personal Information is Collected	Business or Commercial Purpose(s) for which Information is Collected, Used, and/or Shared	Categories of Third Parties/Service Providers with whom We Share Personal and Sensitive Personal Information
Identifiers. This may include a real 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.	• You • Internet Service Providers • Service Providers • Operating Systems and Platforms • Utility Companies • Web and Data Analytics Service Providers • Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Asset Verification Services	• Account Services • Security and Fraud Detection • Debugging • Improvement of Products and Services • Internal Research • Legal Obligations • Commercial/Economic Interests • Advertising and Marketing Services • Audits • Mergers, Acquisition, or Bankruptcy	• Web and Data Analytics Service Providers • Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Asset Verification Services • Security and Fraud Detection Services • Government Entities • Service Providers

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Categories of Personal Information and Sensitive Personal Information	Categories of Sources from which Personal Information and Sensitive Personal Information is Collected	Business or Commercial Purpose(s) for which Information is Collected, Used, and/or Shared	Categories of Third Parties/Service Providers with whom We Share Personal and Sensitive Personal Information
	• Security and Fraud Detection Services • Government Entities		
Personal Information. This may include a name, signature, physical characteristics or description, address, telephone 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.	• You • Internet Service Providers • Service Providers • Utility Companies • Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Security and Fraud Detection • Asset Verification Services • Government Entities	• Account Services • Legal Obligations • Commercial/Economic Interests • Security and Fraud Detection • Debugging • Improvement of Products and Services • Internal Research • Advertising and Marketing Services • Audits • Mergers, Acquisition, or Bankruptcy	• Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Security and Fraud Detection • Asset Verification Services • Government Entities • Service Providers
Sensitive Personal Information. This may include a Social Security number, passport number, driver's license or state identification card number, and precise geolocation.	• You • Internet Service Providers • Service Providers • Utility Companies • Financial and Payment Technology Providers • Consumer Reporting Agencies	• Account Services • Legal Obligations • Commercial/Economic Interests • Security and Fraud Detection • Debugging • Improvement of Products and Services • Internal Research • Advertising and Marketing Services • Audits • Mergers, Acquisition, or Bankruptcy	• Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Security and Fraud Detection

Categories of Personal Information and Sensitive Personal Information	Categories of Sources from which Personal Information and Sensitive Personal Information is Collected	Business or Commercial Purpose(s) for which Information is Collected, Used, and/or Shared	Categories of Third Parties/Service Providers with whom We Share Personal and Sensitive Personal Information
	• Background Check Companies • Identity Verification Services • Security and Fraud Detection • Asset Verification Services • Government Entities		• Asset Verification Services • Government Entities • Service Providers
Characteristics of Protected Classification under California or Federal Law, including Cal. Civ. Code § 1798.80(ae). This may include age, 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).	• You • Service Providers • Government Entities • Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Security and Fraud Detection • Asset Verification Services	• Account Services • Legal Obligations • Commercial/Economic Interests • Security and Fraud Detection • Debugging • Improvement of Products and Services • Internal Research • Advertising and Marketing Services • Audits • Mergers, Acquisition, or Bankruptcy	• Financial and Payment Technology Providers • Consumer Reporting Agencies • Background Check Companies • Identity Verification Services • Security and Fraud Detection • Asset Verification Services • Government Entities • Service Providers
Commercial information. This may include records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	• You • Service Providers • Financial and Payment Technology Providers • Consumer Reporting Agencies	• Account Services • Security and Fraud Detection • Debugging • Improvement of Products and Services • Internal Research • Legal Obligations	• Service Providers • Financial and Payment Technology Providers • Consumer Reporting Agencies

Categories of Personal Information and Sensitive Personal Information	Categories of Sources from which Personal Information and Sensitive Personal Information is Collected	Business or Commercial Purpose(s) for which Information is Collected, Used, and/or Shared	Categories of Third Parties/Service Providers with whom We Share Personal and Sensitive Personal Information
	• Identity Verification Services • Security and Fraud Detection • Asset Verification Services	• Commercial/Economic Interests • Advertising and Marketing Services • Audits • Mergers, Acquisition, or Bankruptcy	• Identity Verification Services • Security and Fraud Detection • Asset Verification Services • Government Entities
Biometric information. This may include genetic, physiological, biological, or behavioral characteristics that can be used, singly or in combination with each other or with other identifying data, to establish your identity, including deoxyribonucleic acid (DNA), fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	We do not collect, use, or share biometric information.	We do not collect, use, or share biometric information.	We do not collect, use, or share biometric information.
Internet or other similar network activity. This may include browsing history, search history, or information on a consumer's interaction with a website, application, or advertisement.	• You • Internet Service Providers • Service Providers • Operating Systems and Platforms • Web and Data Analytics Service Providers	• Security and Fraud Detection • Advertising and Marketing Services • Debugging • Improvement of Products and Services • Internal Research • Legal Obligations • Commercial/Economic Interests • Account Services • Audits • Mergers, Acquisition, or Bankruptcy	• Internet Service Providers • Service Providers • Operating Systems and Platforms • Web and Data Analytics Service Providers • Government Entities
Geolocation data. This may include	• You	• Security and Fraud Detection	• Service Providers

Categories of Personal Information and Sensitive Personal Information	Categories of Sources from which Personal Information and Sensitive Personal Information is Collected	Business or Commercial Purpose(s) for which Information is Collected, Used, and/or Shared	Categories of Third Parties/Service Providers with whom We Share Personal and Sensitive Personal Information
physical location, movements, or precise geolocation.	• Internet Service Providers • Service Providers • Operating Systems and Platforms	• Commercial/Economic Interests • Account Services • Audits • Advertising and Marketing Services • Debugging • Improvement of Products and Services • Internal Research • Legal Obligations • Mergers, Acquisition, or Bankruptcy	• Government Entities
Sensory data. This may include audio, electronic, visual, thermal, olfactory, or similar information.	• You	• Account Services • Security and Fraud Detection • Improvement of Products and Services • Legal Obligations • Audits	• Service Providers • Government Entities
Professional or employment-related information. This may include current or past job history or performance evaluations.	• You • Service Providers	• Account Services • Legal Obligations • Commercial/Economic Interests • Background Checks • Audits	• Service Providers • Government Entities
Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99)). This may include education records directly related to a student maintained by an educational institution or party acting on its behalf, such as report cards, transcripts, class lists, student schedules, student identification codes, student financial information, and student disciplinary records.	• You • Service Providers	• Account Services • Legal Obligations • Commercial/Economic Interests • Verification • Audits	• Service Providers • Government Entities

Categories of Personal Information and Sensitive Personal Information	Categories of Sources from which Personal Information and Sensitive Personal Information is Collected	Business or Commercial Purpose(s) for which Information is Collected, Used, and/or Shared	Categories of Third Parties/Service Providers with whom We Share Personal and Sensitive Personal Information
Inferences drawn from other personal information. This may include information, data, assumptions, or conclusions derived from facts, evidence, or another source of information or data reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.	• You • Social Network Providers	• Legal Obligations • Commercial/Economic Interests • Audits • Improvement of Products and Services • Internal Research	• Government Entities

Retention of Personal and Sensitive Personal Information

We will retain your information as identified above, including personal and sensitive information, for each disclosed purpose for a period that is reasonably necessary and proportionate to the stated purpose or for such period as required by applicable law, regulation, or rule.

We retain personal information for as long as needed or permitted in light of the purposes for which it was obtained and consistent with applicable law. The criteria used to determine our retention periods include:

- The length of time we have an ongoing relationship with you and provide our products and services to you (for example, for as long as you have an account with us or keep using our products and services);
- Whether there is a legal obligation to which we are subject (for example, certain laws require us to keep records of your transactions or communications for a certain period of time before we can delete them); and
- Whether retention is advisable in light of our legal rights (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

Disclosing Your Personal Information for a Business or Commercial Purpose

We may disclose your personal information to third parties in order to carry out specific business or commercial purposes. In the preceding twelve (12) months, we have disclosed consumer personal information for business or commercial purposes to our service providers and the following categories of third parties:

- Web and data analytics service providers;
- Financial and payment technology providers;

- Consumer reporting agencies;
- Background check companies;
- Identity verification services;
- Asset verification services;
- Security and fraud detection;
- Government entities; and
- Operating systems and platforms.

In the last twelve (12) months, we have disclosed the following categories of personal information (as described in more detail above) for a business or commercial purpose:

- Identifiers;
- Personal information described in the California Customer Records Statute (see description above);
- Characteristics of Protected Classification under California or Federal Law;
- Internet or other similar network activity;
- Commercial information;
- Geolocation data;
- Sensory data;
- Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g, 34 C.F.R. Part 99));
- Professional or Employment Related Information; and
- Inferences drawn from other personal information.

Selling Your Personal Information for a Business or Commercial Purpose; Right to Opt-out; Do Not Sell my Personal Information

We have not sold consumer personal information to third parties for a business or commercial purpose in the preceding twelve (12) months. We do not and will not sell your personal information for monetary consideration. We do not offer an opt-out from the sale of personal information because we do not engage in the sale of personal information as contemplated by the CPRA.

We are a financial institution and do not sell the personal information of minors under sixteen (16) years of age.

Access by Persons with Disabilities

Persons with disabilities who need assistance accessing this Notice may contact us as provided for below, and depending on your individual needs, we will grant reasonable requests to furnish this Notice in an alternative format.

Phone: 877-879-3650
Email: info@bealbankusa.com
Postal Address: 6000 Legacy Drive, Plano, Texas 75024
Attn: CPRA Information Request

Our Full CPRA Policy

This Notice was last updated on May 6, 2026. For our full, current CPRA policy, please visit www.bealbankusa.com/CPRA-Policy.