



1201 South Carrollton Avenue, Second Floor  
New Orleans, LA 70118

## Privacy Policy

*Policy Owner —Data Security Officer*

It is the policy of Homestead Title Company, LLC ("Company") to maintain compliance with the Gramm-Leach Bliley Act as well as Louisiana law and to disclose the Company's information-sharing policies to its customers and establish certain minimum privacy protections for consumers.

### DEFINITIONS

#### *The Difference between a Consumer and a Customer*

##### Consumer

A "consumer" is an individual who obtains a "financial product or service" from the Company that is to be used primarily for personal, family or household purposes.

The "financial product or service" that a consumer obtains includes any product or service that a financial institution could offer as an activity that is financial in nature or incidental to such an activity.

The Rule does not protect the information of businesses or individuals who obtain financial products for business, commercial or agricultural purposes.

##### Customer

A "customer" is a consumer who enters into a continuing, ongoing relationship with a bank, whereby the bank provides one or more consumer purpose financial products or services. While a written agreement may typically be executed when a customer relationship is established, it is not a prerequisite to a customer relationship.

An individual who is a co-signer or guarantor of a consumer loan, or a "third party mortgagor" is also the Bank's customer.

#### *Collecting Information*

The Company will include in its privacy notice information about the personal information that it "collects." The Company "collects" information when it obtains from any source information that it organizes and can retrieve by an individual's name or by an identifying number assigned to the individual.

*Nonaffiliated Third Party*

Company policy prohibits selling or otherwise disclosing consumer information to a "nonaffiliated third party," which is any person (including natural persons and corporate entities) except (1) a Company's affiliate (2) a joint employee of a Company and a third party or (3) through a joint marketing agreement.

An "affiliate" is any company that controls, is controlled by or is under common control with the Company. "Control" is ownership, control or direct or indirect power to vote at least 25% of the outstanding shares of any class of securities, but may also be found to exist under a "control in fact" test.

### *Nonpublic Personal Information*

Other than as described in the Privacy Notices, the Company will not disclose its consumers' "nonpublic personal information," which includes any personally identifiable financial information that is not publicly available, as well as any customer list derived using personally identifiable information that is not publicly available. "Personally identifiable financial information" includes information that a consumer provides to the Company, information regarding the Company's experience with the consumer and information that the Company obtains from other sources in connection with providing a financial product or service to that consumer. It also includes the fact that an individual is or has been one of the Company's customers or consumers.

Information is "publicly available" and therefore excluded from "nonpublic personal information" if the Company has a reasonable basis to believe that the information is lawfully available to the general public.

The fact that an individual is the Company's customer is personally identifiable financial information, which is protected under the Rule unless that information is publicly available.

Aggregate information or blind data that does not contain account numbers, names, addresses or other personal identifiers and, therefore, does not identify individuals, is not personally identifiable information.

### *Disclosure of Consumer Information to a Nonaffiliated Third Party*

Company policy **prohibits** disclosing or sharing consumer information to an unaffiliated entity except as permitted by the regulation. The Company need not be directly or indirectly compensated for providing the information in order for disclosure to have occurred.

### *The Privacy Notice*

#### *Notifying Customers*

The Company will provide an initial notice regarding its privacy policy no later than the time it establishes a customer relationship with a consumer. The Company is not required to provide its customer with an additional copy of its privacy notice each time he obtains another product, as long as the initial or annual notice most recently provided to the customer is accurate with respect to the additional financial product.

Only one initial notice is required to be provided in connection with a joint account; however, the Company may, at its option, provide a notice to each party to the account.

For the duration of a customer relationship, the Company will provide its customer with a privacy notice on an annual basis. "Annually" means at least once in any period of 12 consecutive months during which that relationship exists.

The Company's customer becomes a former customer (*i.e.*, the customer relationship is terminated) and annual notices are no longer required when:

- The Company and its customer have not communicated about the relationship for 12 consecutive months, except for annual privacy notices or promotional materials that merely inform the customer about, or seek to encourage him to use, the Company's products or services.

Although the information contained in a privacy notice will be accurate as of the time the notice is provided, the Company may prepare its notice based on both current and anticipated policies and practices, thereby minimizing the need to provide revised privacy notices. However, should the Company expand its privacy policy to include disclosures other than those described in its prior privacy notice, the Company will revise its privacy notice to reflect the new policy and provide the revised notice and a reasonable opportunity to opt out to our customers and consumers, as applicable, before implementing the broader disclosure policy.

#### *Content*

The Company will utilize the model privacy notices form for both the initial and annual notifications as applicable.

#### *Notice of Opt-Out Rights*

The Company does not disclose nonpublic personal information about its customers and consumers to nonaffiliated third parties other than as permitted under the "Exceptions for Routine Disclosures" (discussed below). Therefore, no opt out is required by or provided to the customer.

#### *Delivering the Notices*

The privacy notices will be provided in such a manner that each consumer can reasonably be expected to receive actual notice in writing or, if the consumer agrees, electronically.

#### *Opt-Out Exceptions for Routine Disclosures*

The Rule exempts routine disclosures made:

- As necessary to effect, administer or enforce a transaction that a consumer requests or authorizes; or
- In connection with:
  - Servicing or processing a financial product or service that a consumer requests or authorizes;

- Maintaining or servicing the consumer's account with a Company or with another entity as part of a private label credit card program or other credit extension on behalf of such entity;
- A proposed or actual securitization or secondary market sale (including sales of servicing rights); or
- A similar transaction.

A disclosure is "necessary to affect, administer or enforce a transaction" and therefore is exempt from the Rule's opt-out requirement if it is:

- Required or appropriate to enforce the Company's rights; or
- Required, usual or appropriate method:
  - To carry out the transaction and record, service or maintain the consumer's account in the ordinary course of business;
  - To administer or service benefits or claims relating to the transaction or the product or service of which it is a part;
  - To provide a confirmation, statement or other record of the transaction or information on the status or value of the financial service or product to the consumer or his agent or broker;
  - To accrue incentives or bonuses associated with the transaction that are provided by a Company or other party;
  - To underwrite insurance at the consumer's request or for reinsurance or other specified insurance-related purposes;
- In connection with the functions associated with the consumer's use of a debit, credit or other payment card, check or other payment means; or
- In connection with the transfer of receivables or accounts or the audit of debit, credit or other payment information.

The Rule's exceptions permit disclosures made to servicers who provide data processing for loans and deposit accounts as well as credit life underwriters, disclosures made in connection with services provided by attorneys, appraisers and debt collectors in enforcing transactions, and disclosures made to entities legitimately seeking to verify funds availability, without regard to whether the customer has exercised his opt out rights.

Disclosing the information necessary to force place insurance on collateral that the customer has failed to insure is permissible for all customers, including those who have opted out of information sharing.

The Rule also provides additional exceptions to the requirements to provide a privacy notice and an opportunity to opt out. These exceptions permit disclosures made:

- With the consumer's informed consent (provided that the consumer has not subsequently opted out of future disclosures or otherwise revoked consent);
- To protect the confidentiality or security of the Company's records relating to the consumer, service, product or transaction;
- To protect against fraud, unauthorized transactions, claims or other liability;
- For institutional risk control or resolving consumer disputes or inquiries;

- To persons holding a legal or beneficial interest relating to the consumer;
  - To the consumer's fiduciary or representative;
  - To provide information to insurance rate advisory organizations, guaranty funds or agencies, rating agencies, persons assessing the Company's compliance with industry standards, and the Company's attorneys, accountants and auditors;  
To the extent permitted or required under other laws, including the Right to Financial Privacy Act, to law enforcement agencies (including a federal regulator), or for an investigation of a matter related to public safety;
  - To a consumer reporting agency in accordance with the Fair Credit Reporting Act;
  - From a consumer report reported by a consumer reporting agency;
  - In connection with the proposed or actual sale of all or part of a business or operating unit if the disclosure is limited to consumers of that business or unit;
  - To comply with federal, state or local laws;
  - To comply with a properly authorized civil, criminal or regulatory investigation or subpoena;
- Or**
- To respond to judicial process or government regulatory authorities with jurisdiction over the Company for examination, compliance or other purposes.

*Opt Out Exception for Marketing Disclosures*

Certain other types of disclosures that are not included among the exceptions are exempt from the consumer's right to opt out but must be described in more detail in the Company's privacy notice.

Disclosures made to enable a third party to perform certain services for, or functions on behalf of, the Company, including marketing functions, are not subject to the opt out requirement if the Company provides affected consumers and customers with an initial privacy notice indicating that his information may be shared for such purposes.

Company policy requires the service provider to whom the information is disclosed to contract to maintain the confidentiality of the information at least to the extent required for the Company and to use the information solely for the purposes for which the information was disclosed or as otherwise permitted under the Rule.

**Limitations on Re-disclosure and Reuse of Consumer Information**

When the Company receives nonpublic personal information from a nonaffiliated financial institution that is subject to an opt-out exception, the Company may disclose and use that information only as follows:

- The Company may disclose that information to the affiliates of the institution from which the information was received;
- The Company may disclose the information to its own affiliates, which may disclose and use the information to the same extent permissible for the Company; and
- The Company may disclose and use the information pursuant to an exception in the ordinary course of business to carry out the activity covered by the exception under which the Company received the information.

#### Relation to State Laws

The Company's privacy policy will comply with both state and federal law, to the extent possible.

#### Customer Information Security Guidelines

The Company will establish appropriate standards relating to the administrative, technical and physical safeguards for customer records and information. These safeguards are intended to:

- Ensure the security and confidentiality of customer records and information;
- Protect against anticipated threats to the security of those records; and
- Protect against unauthorized access to or use of that information that could harm or inconvenience any customer.

The Company's board of directors or a committee of the board is responsible for approving and overseeing the development, implementation and maintenance of the Company's information security program, including assigning specific responsibility for its implementation. The Data Security Officer maintains the Information Security Program and the Vendor Management Program. Refer to those policies for specific information.