

## **Privacy**

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.

## **Experience**

NOVA HOME LOANS has 30 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.

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.

## **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 nearly 30 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.

### **Types of Information We Collect**

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.

### **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.

### **How We Share Information with Other NOVA 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 might come from your application, such as your name, address, telephone number and income.

### **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 might 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 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 might include your name, address, phone number, and account experience with us.

Finally, we provide information about you to non-NOVA 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.

You may view information about Internet Security by clicking [here](#).

### **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 simply emailing your wishes to [info@novahomeloans.com](mailto:info@novahomeloans.com) . 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 Companies (Not applicable to Vermont, North Dakota and San Francisco residents)**

If you do not want us to share your non-public personal information with non-NOVA companies (unless we are permitted or required by law to do so), you will also need to indicate your wishes by emailing [info@novahomeloans.com](mailto:info@novahomeloans.com) with your request. 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 Mortgage 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.

You may also send your opt-out request to:

NOVA  
Privacy Statement  
335 N. Wilmot, #250  
Tucson, AZ 85711

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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## **Links**

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### **Children**

NOVA HOME LOANS does not knowingly market to, or solicit or collect personal information from children under age 18.

### **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. See NOVA's Privacy Statement for how this information may be used, [click here to view Privacy Statement](#). 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 at 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 identify 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 mitigated 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 Officer

NOVA Home Loans

(520) 745-0050

Updates: These Terms and Conditions were last updated August 4, 2009. Please check periodically for changes.

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