

**BCU**  
**CALIFORNIA AND OTHER U.S. STATE PRIVACY LAWS POLICY**  
**Last Updated May 21, 2025**

This policy supplements BCU’s (“we”, “us” or “our”) [Privacy Policy](#). Unless otherwise stated, the terms defined in the Privacy Policy shall have the same meaning in this California and Other U.S. State Privacy Policy.

**Part I – U.S. State Laws in General**

While BCU’s processing of your personal information is primarily governed by the Gramm-Leach-Bliley Act (GLBA), if you live in California, Minnesota, or another State that has adopted a data protection law, you may have the right under these laws to request information from us about our processing of your personal information or to direct us to take certain actions related to your personal information. These State laws generally do not apply to personal information covered by the GLBA. Depending on where you live and the information implicated, the rights you have under a State privacy law may include:

- the right to confirm whether or not we are processing your personal information and to access the categories of your personal information we are processing;
- the right to correct any inaccuracy in your personal information;
- the right to delete your personal information (limited by any legal obligations we might have to retain the information for a certain period);
- the right to “port” the personal information we maintain about you to another provider;
- the right to opt out of our sale of your personal information or our use of your personal information for targeted advertising or profiling; or
- The right to obtain a list of the third parties with which we share your personal information.

If you believe that a State data privacy law applies to you and you (or your authorized agent) would like to exercise a right it gives you, please contact us at [Privacy.Requests@bcu.org](mailto:Privacy.Requests@bcu.org).

**Part II – CCPA-Specific Provisions**

In addition to the information provided in the Privacy Policy and Part I of this supplemental policy, the following disclosures apply specifically to California

residents whose personal information may be covered by the California Consumer Privacy Act and its implementing rules (“CCPA”).

## **A. Our Data Practices**

### **Categories of personal information we have collected in the past 12 months**

We provide a list of the categories of personal information we collect in the section entitled, “What Types of Personal Information Does BCU Collect?” in our Privacy Policy. In addition, we have collected the following categories of information in the last twelve months:

**Protected classification characteristics** such as age, race, color, national origin, citizenship, religion, marital status, sex/gender, veteran or military status;

**Biometric information** such as facial recognition, voice recordings, or fingerprints;

**Sensory Data** such as audio, electronic, visual, thermal, or similar information;

**Employment-related information** such as current or past job history;

**Non-public education information**, such as educational records directly related to a student, maintained by an educational institute or party acting on its behalf, such as grades, transcripts, student identification codes, or student financial records;

**Inferences drawn from other personal information**, such as a profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior attitudes, intelligence, abilities, and aptitudes.

**Categories of sources from which the personal information is collected** We describe the sources of the personal information we collect in the section entitled, “How Does BCU Collect Information About Me?” in our Privacy Policy.

**Our business or commercial purposes for collecting personal information** We describe the purposes for collecting personal information in the section entitled, “How Does BCU Use Information About Me?” in our Privacy Policy. Most of these purposes fall under the CCPA’s definition of business purposes. Our marketing

and advertising activities fall under the CCPA's definition of commercial purposes. In addition, with respect to biometric information, we may use such information to prevent fraud through the use of voice authentication services provided by one or more third-party providers.

**Selling or Sharing** We do not believe that our information sharing with our analytics and advertising partners (as described in the "Web Analytics and Tracking" section of our Privacy Policy) constitutes "selling" or "sharing" as such terms are defined by the CCPA and, accordingly, we do not offer a "do not sell" opt-out.

**Sensitive personal information** Some of the personal information we collect (e.g., Social Security numbers and financial account information) is considered "sensitive personal information" under the CCPA. We use this information to provide you with our products and services. We do not use it for any purposes for which you are able to request limitation of disclosure under the CCPA ("Right to Limit").

## **B. Your CCPA Rights**

**Access to Specific Information and Data Portability Rights** Subject to the applicable GLBA exemptions, the CCPA gives California residents the right to ask us about our processing of the personal information we have collected, used and disclosed over the past twelve (12) months. To do so, you can submit a verifiable consumer request ("Request to Know"). Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you;
- The categories of sources for the personal information we collected about you;
- Our business or commercial purpose for collecting that personal information;
- The categories of third parties with whom we share that personal information;
- The specific pieces of personal information we collected about you (also called a Data Portability Request).

**Correction and Deletion Request Rights** Subject to the applicable GLBA exemptions, California residents have the right to request that we correct inaccurate personal information or delete the personal information that we

collected from you and retained (“Requests to Correct” or “Requests to Delete”). Once we receive and confirm your verifiable consumer request, we will correct or delete (and direct our service providers to correct or delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if we or our services providers need to retain your personal information for one of the purposes listed in the CCPA, which include:

- completing the transaction for which we collected the personal information;
- providing a product or service that you requested, or taking actions reasonably anticipated within the context of our ongoing business relationship with you;
- detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, or prosecuting those responsible for such activities; and
- complying with applicable state and federal regulations, or complying with a legal obligation, or otherwise using the personal information, internally, in a lawful manner.

**Non-Discrimination** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- deny you products or services, provided you qualify for membership in BCU, and in the case of loans, provided you meet our criteria for extending credit;
- charge you different prices or rates for products or services, including through granting discounts or other benefits, or imposing penalties;
- provide you a different level or quality of products or services, unless we are legally required to provide a different “level” of products or services per federal or state law; or
- suggest that you may receive different costs or rates for products or services or a different level or quality of products or services.

We may offer certain financial incentives permitted by the CCPA that can result in different prices, rates or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information’s value and contain written terms that describe the program’s material aspects.

### **C. How You Can Exercise Your Rights**

You may make a verifiable customer request for access or data portability twice within a 12-month period. To exercise the access, data portability, limit use, correction, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Mailing us your request:

Attn: Privacy Requests  
340 N. Milwaukee Ave  
Vernon Hills, IL 60061

- Emailing us at [Privacy.Requests@bcu.org](mailto:Privacy.Requests@bcu.org)
- Calling us at 800-388-7000

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. If the request is made through an agent, we reserve the right to require a signed authorization or verification of the agent's identity from you in order to protect the privacy of the personal information requested. You may also make a verifiable consumer request on behalf of your minor child.

**What is a “Verifiable Consumer Request”?** Before we fulfill a request to know, delete, or correct personal information, we must verify the consumer making the request matches the person whose information we have collected. Generally, your verifiable request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot provide you with information sought in a Request to Know or comply with a Request to Correct or Delete if we cannot verify your identity or authority to make the request and/or confirm the personal information relates to you. Therefore, we reserve the right to request additional information from you to allow us to verify your request before we respond.

We also reserve the right to refuse a Request to Know, a Request to Correct, or a Request to Delete, if we believe the request is fraudulent or may compromise the security of personal information. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

**Response Timing and Format** We'll let you know that we received your request within ten (10) days of receipt and give you information regarding how we will process your request and will endeavor to provide a response to a verifiable consumer request within 45 days of its receipt. If we require more time, we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily usable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.