

Web Site Privacy Policy Statement

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Definitions

CMA Bank Advisors means:

CMA Bank Advisors
A Division of CMA, Inc.
2600 Grand Avenue, Suite 210
Des Moines, Iowa 50312

YOUR DATA means data that is capable of being associated with you, whether or not it includes an explicit identifier such as your name or customer number. In particular, it encompasses all data that CMA Bank Advisors is capable of correlating with you, using such means as server-logs and cookie-contents.

YOUR DATA does not refer to data that can no longer be associated with you. This includes aggregated data that does not and cannot identify the individuals whose data are included in the aggregation.

Consent means your concurrence with an action to be taken by CMA Bank Advisors. Consent may be express or implicit, but in either case must be informed and freely-given.

Confidential Nature of Initial Consultation

CMA Bank Advisors understands that an initial consultation may involve discussion of, or access to, information or records that are considered confidential.

CMA Bank Advisors acknowledges responsibility to respect the confidential nature of corporate, management, legal or regulatory records, to follow all appropriate procedures in order to protect your privacy and to act in a confidential manner regarding all communications whether in person, over the phone or via email.

CMA Bank Advisors understands that confidentiality is necessary in order to protect your privacy and to maintain the high professional standards of CMA Bank Advisors.

Data Collection

CMA Bank Advisors undertakes to collect YOUR DATA by means that are:

- fair;
- legal; and
- transparent.

If you visit CMA Bank Advisor's web-site, your web-browser automatically discloses, and CMA Bank Advisor's web-server automatically logs, the following information: the date and time, the IP address from which you issued the request, the type of browser and operating system you are using, the URL of any page that referred

you to the page, the URL you requested and whether your request was successful. This data may or may not be sufficient to identify you.

Any additional data that you provide, e.g. in a web-form, may also be logged. This data may or may not be sufficient to identify you.

Any additional data that your web-browser automatically provides may also be logged. This will be the case, for example, if your browser has previously been requested to store data on your computer in 'cookies' and submits them each time you request a web-page within a particular domain (such as CMA-BA.com). This data may or may not be sufficient to identify you.

If you disclose personal data to CMA Bank Advisors in conjunction with an identifier such as your name, telephone number or email address, CMA Bank Advisors will collect YOUR DATA. Moreover, any data that becomes available to CMA Bank Advisors through any of the means described in the preceding paragraphs may be able to be associated with that identifier, and hence become YOUR DATA.

Subject to the qualifications immediately below, CMA Bank Advisors undertakes to collect YOUR DATA from you and not from other parties. This undertaking is qualified as follows:

- Where CMA Bank Advisors reasonably considers that the protection of its financial interests requires that it gather YOUR DATA from other sources, or from additional sources. This applies in particular where CMA Bank Advisors has a lending exposure to you, and seeks information about your creditworthiness.
- Where CMA Bank Advisors reasonably considers that its capability to deliver quality services to you will be materially enhanced by gathering YOUR DATA from other sources. This applies in particular to consumer profile data.

Where CMA Bank Advisors collects YOUR DATA from sources other than you, it undertakes:

- to do so only by legal means;
- to do so only with your Consent; and
- to declare to you what sources it uses, and under what circumstances.

CMA Bank Advisors undertakes to declare the purpose of collection in a manner which is clear and meaningful, and to avoid vague, highly inclusive statements such as “to support our operations”.

Data Security

CMA Bank Advisors undertakes to store YOUR DATA in a manner that ensures security against unauthorized access, alteration or deletion, at a level commensurate with its sensitivity.

CMA Bank Advisors undertakes to store YOUR DATA only in jurisdictions where data protections are at least equivalent to those required under the Organization for Economic Cooperation and Development (OECD) Guidelines.

CMA Bank Advisors undertakes to transmit YOUR DATA in a manner that ensures security against unauthorized access, alteration or deletion, at a level commensurate with its sensitivity.

CMA Bank Advisors undertakes to implement appropriate measures to ensure the security of YOUR DATA against inappropriate behavior by CMA Bank Advisor's staff members and contractors. These include:

- training for staff in relation to privacy;
- access control, to limit access to YOUR DATA to those staff and contractors who have legitimate reasons to access it;
- particularly in the case of sensitive data, audit trails of accesses, including the identities of staff and contractors accessing the data;
- reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behavior;
- declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behavior
- clear communication of policies and sanctions; and
- processes to audit, to investigate and to impose sanctions.

Data Use

Use refers to the application of YOUR DATA by any part of CMA Bank Advisors, or any staff member or contractor of CMA Bank Advisors in the course of their work.

CMA Bank Advisors undertakes to use YOUR DATA only for:

- the purposes for which it was collected;
- such other purposes as are subsequently agreed between CMA Bank Advisors and you;
- such additional purposes as may be required by law (In these circumstances, CMA Bank Advisors will take any reasonable steps available to it to communicate to you that the use has occurred, unless it is precluded from doing so by law.); and
- such additional purposes as are authorized by law. (In particular, to protect CMA Bank Advisor's interests, e.g., if it believes on reasonable grounds that you have failed to fulfill your undertakings to CMA Bank Advisors or have committed a breach of criminal law).

CMA Bank Advisors undertakes to use YOUR DATA only if it has demonstrable relevance to the particular use to which it is being put.

CMA Bank Advisors undertakes to use YOUR DATA in such a manner as to take into account the possibility that it is not of sufficient quality for the purpose, e.g. because it is inaccurate, out-of-date, incomplete or out-of-context.

Data Disclosure

Disclosure refers to making YOUR DATA available to any party other than CMA Bank Advisors and You. The term disclosure may include many different conditions of data transfer, including selling, renting, trading, sharing and giving.

CMA Bank Advisors undertakes to disclose YOUR DATA only under the following circumstances:

- In the course of business being conducted between you and CMA Bank Advisors, where disclosure is necessary to a contractor, such as a transport company (Where YOUR DATA is disclosed in this way, CMA Bank Advisors undertakes to exercise control over CMA Bank Advisor's contractors to ensure that their actions are compliant with these Terms);
- in other circumstances that are directly implied by the purpose agreed between you and CMA Bank Advisors at the time of data collection or subsequently (Where YOUR DATA is disclosed in this way, CMA Bank Advisors undertakes to exercise control over CMA Bank Advisor's contractors to ensure that their actions are compliant with these Terms);
- with your consent, or at your request;
- where required by law, such as a provision of a statute, or a court order such as a search warrant or subpoena (In these circumstances, CMA Bank Advisors will take any reasonable steps available to it to communicate to you that the disclosure has occurred, unless it is precluded from doing so by law.);
- where permitted by law (for example, the reporting of suspected breach of criminal law to a law enforcement agency and in an emergency, where CMA Bank Advisors believes on reasonable grounds that the disclosure of YOUR DATA will materially assist in the protection of the life or health of some person), provided that CMA Bank Advisors will apply due diligence to ensure that the exercise of the permission is justifiable.

In all cases, CMA Bank Advisors undertakes to disclose only such of YOUR DATA as is necessary in the particular circumstances.

Data Retention and Destruction

Subject to the qualifications immediately below, CMA Bank Advisors undertakes:

- to retain YOUR DATA only as long as is consistent with its purpose; and
- to destroy YOUR DATA when its purpose has expired, and to do so in such a manner that YOUR DATA is not subsequently capable of being recovered.

This undertaking is qualified as follows:

- YOUR DATA may be retained in CMA Bank Advisor's logs, backups and audit trails within short-term retention cycles that are devised to protect the company's operations. In such cases, YOUR DATA will be destroyed in accordance with those cycles.
- YOUR DATA may be retained beyond the expiration of its purpose if that is required by law, such as a provision of a statute, or a court order such as a search warrant or subpoena, or a warning by a law enforcement agency that delivery of a court order is imminent. In these circumstances, CMA Bank Advisors:
 - will take any reasonable steps available to it to communicate to you that YOUR DATA is being retained, unless it is precluded from doing so by law; and
 - will only retain YOUR DATA while that provision is current, and will then destroy YOUR DATA;
- YOUR DATA may be retained beyond the expiration of its purpose if it is authorized by law. (In particular, to protect CMA Bank Advisor's interests, e.g., if it believes on reasonable grounds that you have failed to fulfill your undertakings to CMA Bank Advisors or have committed a breach of criminal law). In these circumstances, CMA Bank Advisors will only retain YOUR DATA while that situation is current, and will then destroy YOUR DATA.

Access by You to Your Personal Data

CMA Bank Advisors undertakes to provide you with access to YOUR DATA, subject to only such conditions and processes as are reasonable in the circumstances. In particular, CMA Bank Advisors undertakes to enable access:

- conveniently;
- without unreasonable delay; and
- without cost.

CMA Bank Advisors undertakes to establish and operate identity authentication protections for access to YOUR DATA that are appropriate to its sensitivity, but practical. This may involve some inconvenience. For example, relatively straightforward procedures may be involved in order to provide you with access through a channel that you have previously registered with CMA Bank Advisors (such as a particular email-address), but may impose more onerous procedures if you wish to use some other channel.

In the event that you dispute some aspect of YOUR DATA, CMA Bank Advisors undertakes to take reasonable steps in relation to the amendment, supplementation or deletion of YOUR DATA.

You undertake:

- not to seek access for frivolous purposes, or unreasonably frequently; and
- to accept that deletion of some data may not be consistent with the provision of particular services by CMA Bank Advisors to you.

Information about Data-Handling Practices

CMA Bank Advisors undertakes to make information available to you about the manner in which CMA Bank Advisors handles YOUR DATA:

- in general terms, in a readily accessible manner; and
- in more specific terms, on request.

Where YOUR DATA is disclosed to a contractor, CMA Bank Advisors undertakes to make information available to you on request about the manner in which CMA Bank Advisor's contractors handle YOUR DATA.

CMA Bank Advisors undertakes to ensure that the information provided is meaningful, and addresses your concerns.

You undertake:

- not to seek such information for frivolous purposes, or unreasonably frequent; and
- to accept that the disclosure of excessive detail may harm the security of YOUR DATA and CMA Bank Advisor's business processes and, in addition, may harm CMA Bank Advisor's commercial interests.

Handling of Inquiries, General Concerns and Complaints

If you have inquiries, general concerns or complaints about these Terms, or about CMA Bank Advisor's behavior in relation to these Terms, you undertake:

- to communicate them in the first instance:
 - to CMA Bank Advisors only;
 - in sufficient detail; and
 - through a channel made available by CMA Bank Advisors for that purpose;

CMA Bank Advisors undertakes:

- to provide one or more channels for communications to CMA Bank Advisors, which are convenient to users;
- to promptly provide acknowledgment of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered and CMA Bank Advisor's reference-code for the communication; and
- to promptly provide a response to the communication in an appropriate and meaningful manner.

You further undertake to not pursue CMA Bank Advisors through any Regulator or the media:

- until and unless CMA Bank Advisors has had a reasonable opportunity to respond to the initial communication; and
- while CMA Bank Advisors and you remain are conducting a meaningful dialog about the matter.

Enforcement

CMA Bank Advisors declares that its undertakings in these Terms are intended to create legal obligations, and that those obligations are intended to be enforceable under appropriate laws in appropriate jurisdictions. These include laws relating to data protection, privacy, fair trading, corporations and criminal laws.

You undertake to seek enforcement only in a jurisdiction that is relevant to the transactions that have taken place between you and CMA Bank Advisors, in particular the jurisdiction in which you live or in which you performed the relevant acts, and the jurisdiction in which CMA Bank Advisors is domiciled or performed the relevant acts.

If you wish to discover the relevant laws in any particular jurisdiction, CMA Bank Advisors draws your attention to the following resources:

- [Compilation of \[U.S.\] State and Federal Privacy Laws](#), Privacy Journal, Providence RI
- [Privacy Law Sourcebook 2004, EPIC](#), Washington DC

Changes to These Privacy Undertakings

CMA Bank Advisors undertakes:

- not to materially change these Terms in a manner that reduces the protections for YOUR DATA;
- to take all possible steps to prevent any company that acquires this company or any of its relevant assets from materially changing the Terms applicable to YOUR DATA in a manner that reduces the protections for YOUR DATA;
- where it is considering making changes to these Terms, or creating more specific Terms relating to specific services, to consult with appropriate representative and advocacy organizations;
- where it makes changes to these Terms, to ensure that the differences between successive versions are readily accessible; and
- to maintain all prior versions of these Terms in such a manner that they are dated and readily accessible.