**Online Privacy Policy**

**Last Updated: May 29, 2024**

The Online Privacy Policy (the “Policy”) applies to your use of First Century Bank, N.A.’s  websites and mobile device applications (collectively, “Sites”) to access the services of the Bank (“Services”).  The Policy describes how information is collected by and through websites, mobile applications, and online interfaces that are owned, operated, or controlled by the Bank, including this website, and how that information may be used and shared. For purposes of this Policy, the terms “we,” “us,” and “our” refer to the Bank and may also refer to contractors and service providers engaged by First Century Bank, N.A. to support its business activities and processes. The terms “you,” “your,” and “yours” refer to any person who accesses or uses a Site.  By using or accessing any Site, you confirm your agreement to the terms of this Policy.

**THE TYPES OF INFORMATION THE BANK COLLECTS IN ITS SITES**

We may collect personally identifiable information, such as your name, email address, telephone number, mailing address, business name, login information, location, financial information, account information, messages you submit using the Sites forms or chat features, pictures you submit, documents you submit, and other information that may personally identify you. We will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, we will use the phone number to pre-populate forms that expect a personal phone number for contacting you. If you grant permission to use your device’s location, we will use the data when checking for nearby branch and ATM locations. If you grant permission to access photos, media or other files stored on your device, the service will use that information to add an image to a transaction, to attach a document to a conversation, and add a photo to your profile. If you grant permission to use a camera, the service will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile.

If you enable your mobile app to use facial scan or fingerprint technology (“Biometric Information”), we will use that Biometric Information to validate your identity; however, we do not collect or store your Biometric Information.

We may also use information you provide to us, as permitted under applicable law to:

* Provide and manage the Sites, related services and products
* Fulfill requests you have made for information, products or services
* Follow through with marketing efforts, including contests, promotions, or the collection of surveys
* Resolve problems and disputes with the Sites
* Improve our Sites, products and services
* Maintain the security and integrity of the Sites
* Fulfill any other purpose or obligation for which you provide or offer your consent
* Protect against fraud
* Monitor and enforce compliance with this Policy

Our privacy practices regarding your personal information can be found in our privacy policy located above. If you are a subscriber of Business Online Banking services, business-to-business exceptions in certain privacy laws may apply to your information.  Our online banking service provider serves as a processor who acts as controller of your personal information and are primarily responsible for handling such requests. They will cooperate with any privacy rights requests received from us. If you use the Service to make bill payments or engage in transactions with other companies, those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

**THIRD-PARTY COOKIES AND OTHER TRACKING TECHNOLOGIES**

The Bank, and third parties, may use technologies that collect information automatically including cookies and web beacons. This includes Google Analytics which helps us understand how you interact with the Sites.

Browser cookies are electronic files that your internet browser places on your hard drive or other device to retain information relating to visits to and use of our Sites. You can refuse to accept browser cookies by activating the appropriate setting in your browser; however, if you choose to block browser cookies you may limit the functionality we can provide when you visit our Sites.

The Sites may contain small electronic files known as web beacons (also known as clear gifs, pixel tags, and single-pixel gifs) that allow us to track website statistics, such as number of page visits or length of time interacting with Sites content, and to verify system and server integrity. To improve your experience with the Sites, we, and third parties, may use web beacons to gather information about your use of the Sites.

**INFORMATION COLLECTED AUTOMATICALLY OR FROM THIRD PARTIES**

The Bank collects information on dates and times of Sites visits and the number of times each page is visited. This information allows us to track Sites use, measure Sites traffic and improve navigation to better serve you. The information gathered is used for internal purposes.

As you use the Sites, we may use automated means to collect certain information about your equipment, browsing actions, and use patterns, including but not limited to:

* details of your visits to the Sites, such as traffic data, location data, logs, and other communication data and the resources you access and use on the Sites; and
* information about your computer and internet connection in addition to the date and time of activity, IP address, device ID, operating system, and browser type.

**MOBILE DEVICES**

To use the mobile app provided with the Service (the “App”), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this Agreement is solely between you and our service provider, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, our service provider, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the App against you as a third-party beneficiary. If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is between you and our service provider only, and not with Google, Inc. (“Google”); (ii) your use of App must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) our service provider, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

**CONSENT TO USE OF DATA**

You agree that we may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the Service. Our service provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

**HOW WE USE YOUR INFORMATION COLLECTED IN THE SITES**

To assist our service provider in maintaining and improving this application, we use multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps improve the performance of this Service for you.

**DISCLOSURE OF YOUR PERSONAL INFORMATION**

We disclose your personal information collected through your use of the Services as described below.

1. **In Accordance with Our Other Privacy Notices.**Other than as described in this Online Privacy Policy in connection with the Sites, this Privacy Policy does not apply to the processing of your information by us or third parties with whom we share information.
2. **Third Party Service Providers.** We may share your personal information with third party or affiliated service providers that perform services for or on behalf of us in providing the Sites, for the purposes described in this Privacy Policy, including:
   * To provide or maintain products and Services;
   * Where it is necessary for the completion of transactions;
   * Where it is necessary to activate additional services;
   * To conduct quality assurance testing;
   * To facilitate the creation of accounts;
   * To optimize the performance of the Services;
   * To provide technical support;
   * To provide other services to the Sites;
   * In order to verify the existence and condition of your account to a third-party, such as a credit bureau or biller;
   * With a consumer reporting agency for research purposes;
   * For compliance and protection services;
   * To comply with a governmental agency, law enforcement or court order;
   * With your consent.

**LINKS TO OTHER SITES**

The Sites may contain links to third party websites. When you click on a link to any other website or location, you will leave our Sites and go to another site and another entity may collect personal and/or anonymous information from you. The Sites’ provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We cannot be held responsible for any information that may be gathered at a linked site and disclaim all liability with regard to your access to such linked sites.   Please be aware that the terms of this Privacy Policy do not apply to these outside websites. You should always read the privacy policy of every website you visit.

**DATA SECURITY AND RETENTION**

We use commercially reasonable administrative, technical and physical measures to protect information within the Bank and control against theft, loss and unauthorized access, use, modification and disclosure. Nevertheless, no storage system or data transmission is guaranteed to be fully secure.  Transmission of any personal information via the internet is not completely secure and is at your own risk.  We cannot guarantee the security of your information and are not responsible for circumvention of any privacy and security measures.  You are responsible for maintaining the confidentiality of your login credentials and for the security of your devices and internet connections.  If you have reason to believe that an interaction with the Bank has been compromised, immediately contact us using the “Contact Us” information below.

**CHILDREN’S ONLINE PRIVACY PROTECTION ACT (COPPA)**

Our Sites are not targeted to individuals under the age of 13, and we do not knowingly collect personal information about Site visitors who are under the age of 13 without parental consent. If a child under 13 submits personal information to us through the Sites and we learn that the personal information is the information of a child under 13, we will attempt to delete the information as soon as possible.

**ONLINE PRIVACY POLICY UPDATES**

This Policy is subject to revision and the Bank reserves the right to amend it at any time to accommodate new technologies, industry practices, regulatory requirements or for other purposes. Changes to this Policy will be posted on our website and include the “last updated” date. Any will be effective immediately upon posting for users of the Services. If you object to any such changes, you must notify us that you wish to deactivate your account. Continued use of the Services following changes shall indicate your acknowledgement of such changes and consent to be bound by the updated policy.

**CONTACT US**If you have any questions or complaints about this Online Privacy Policy or The Sites’ data collection or processing practices, or if you want to report any security violations to any of the Sites, please contact us by email at [info@myfirstcenturybank.com](mailto:info@myfirstcenturybank.com)   or by mail at: PO Box 210, Commerce, GA 30529.