**Effective Date:  July 1, 2024**

Online Privacy Policy

This Online Privacy Policy (this “Policy”) describes how information is collected by and through websites, mobile applications, and other online interfaces or platforms (each a “Site” and collectively the “Sites”) that are owned, operated, or controlled by Signature Bancorporation, Inc. (“Signature”), its affiliated companies and/or contractors and service providers engaged by Signature to support its business activities, as the context may require (collectively, “Signature”, “we”, “us” or “our”), including through this Site, and how that information may be used and shared. The terms “you”, “your” and “yours” refer to any person who accesses or uses a Site. BY ACCESSING OR USING ANY SITE, YOU CONFIRM YOUR CONSENT AND AGREEMENT TO THE TERMS OF THIS POLICY AS MAY BE IN EFFECT AT THAT TIME.

This Policy supplements, but does not replace, the Terms of Use for the use of this Site. In the event of a conflict between the terms of this Policy and the terms of the general Terms of Use, the terms of this Policy will govern and control with respect to the matters addressed in this Policy. Certain Sites may have separate privacy notices or terms and conditions that are specific to those Sites, and when you use or access those Sites those separate privacy notices or terms and conditions will apply and will control with respect to the matters addressed therein in the event of a conflict with the terms of this Policy.

With regard to persons who use or obtain our products and services for their own personal, family or household purposes, this Policy also supplements, but does not replace, and should be read in conjunction with the Signature Privacy Notice. To the extent that any information at issue is “nonpublic personal information” as defined by Title V of the Gramm-Leach-Bliley Act (Public Law No. 106-102) and applicable related regulations, the Signature Privacy Pledge to Consumers will apply and control in the event of a conflict with the terms of this Policy, subject to the requirements and provisions of applicable law.

Collection of Your Information

While the SPW is making technical progress in absolute terms, its relative strength compared to the broader market has been underwhelming. The chart below compares both indexes in a ratio chart, used to identify relative trend direction and strength. When the ratio chart is rising, the SPW is outperforming the SPX, and vice versa when it is declining.

1. **Information you provide to us.** You directly provide us with most of the personal information we collect. The information we collect from you will vary depending on your use of the Sites, including, but not limited to, applying for, obtaining, or using our products and services, making inquiries about our products and services, providing information and feedback about our products and services, or through our collection of personal information from third-party sources.  We may ask for certain information such as your username, first and last name, birth date, telephone number, email address, mailing or home address, Social Security number, income, employment history and other details related to your financial situation when you use the Sites and/or register for a Signature account through the Sites. We may collect information that you voluntarily provide to us when using the Sites. All of the information that we collect from you directly is identified in the forms, other places where you respond to questions or where you indicate preferences on the Site, either online or communicated through our customer service representatives.  You are responsible for ensuring the accuracy of any personal information you submit to us.
2. **Information we collect automatically.** In addition to the information you provide to us directly, we may automatically collect information about your use of the Sites, as described below.
   1. ***Log file information***. Log file information is automatically reported by your browser each time you access the Site. When you use our Sites, our servers may automatically record certain log file information. These server logs may include information such as your web request, Internet Protocol (“IP”) address, browser type, browser language, operating system, platform type, the state or country from which you accessed the Sites, software and hardware attributes (including Device ID), referring/exit pages and URLs, number of clicks and how you interact with links on the Sites, domain names, landing pages, pages viewed and the order of those pages, the date and time you used the Sites and uploaded or posted content, error logs, files you download and other such information.
   2. ***Location information***. When you use the Sites, we may automatically collect general location information (e.g., IP address, city/state and or zip code associated with an IP address) from your computer or mobile device. Please note that if you disable such features, you may not be able to access or receive some or all of the content, features and/or products made available via the Sites.
3. **Information we receive from third-parties.**
   1. ***General Information.*** We may receive information about you from publicly and commercially available sources, as permitted by law, which we may combine with other information we receive from or about you.
   2. ***Tailored Advertising.***
      1. We may use third-party advertising technologies for the collection of personal information and which allow for the delivery of relevant content and advertising on the Sites, as well as on other websites you visit and other applications you use. The ads may be based on various factors such as the content of the page you are visiting, information you enter such as your age and gender, your searches, demographic data, and other information we collect from you. These ads may be based on your current activity or your activity over time and across other websites and online services and may be tailored to your interests.
      2. We may also allow other third-parties (e.g., ad networks and ad servers such as Google Analytics, DoubleClick and others) to serve tailored ads to you on the Sites, other websites, and in other applications, and to access their own cookies or other tracking technologies on your computer, mobile phone, or other device you use to access the Sites. We may also use third-party services for the marketing and remarketing of Signature’s products and services, such as through Google Analytics, whereby we will deliver targeted ads to you and others based on your prior usage of the Sites.
      3. We neither have access to nor does this Policy govern the use of cookies or other tracking technologies that may be placed on your computer, mobile phone, or other device you use to access the Sites by non-affiliated, third-party ad technology, ad servers, ad networks or any other non-affiliated third-parties.  Those parties that use these technologies may offer you a way to opt-out of ad targeting.  For more information concerning our use of tailored advertising and your ability to opt-out of ad targeting, please review our Cookie Policy and “Use of Information for Advertising; Online Behavioral Advertising” below.  Signature does not sell, rent or share the information we collect directly from you or about you from third-parties with these third-party ad servers or ad networks for such parties’ own marketing purposes.

How We Use Your Information

We may use personal information and share it with our service providers as described below.

* To respond to your inquiries and requests, and to send you notifications.
* To send administrative information to you, such as information regarding the Site and changes to our terms, conditions and policies.
* To complete and fulfill your applications for our products and services and to deliver and perform such products and services, to execute inquiries and transactions you have requested, to communicate with you regarding products and services you have obtained from us, and to provide you with related customer service.
* To verify your identity or location for security purposes.
* To send you marketing communications that we believe may be of interest to you and otherwise for advertising and sales purposes, whether online or through offline channels like branches, call centers, and direct marketing (for example email, mail, and phone).
* To personalize your experience on the Sites by presenting products and offers tailored to you.
* As you agree, authorize or consent to agreements, terms and conditions you agree to or accept in connection with products and services you obtain from us.
* For our business purposes, including, but not limited to, such purposes as (i) data analysis, (ii) audits, (iii) fraud monitoring and prevention, (iv) new product development, (v) enhancing, improving or modifying our products and services, (vi) identifying usage trends, (vii) determining the effectiveness of our promotional campaigns, and (viii) operating and expanding our business activities.
* As we believe to be necessary or appropriate (i) under applicable law, (ii) to comply with legal process and otherwise to comply with applicable laws, rules, and regulations, (iii) to respond to lawful requests from public and government authorities, (iv) to enforce our terms and conditions, (v) to protect our operations or those of any of our affiliates, (vi) to protect our rights, privacy, safety or property and/or that of our affiliates, you or others and (vii) to allow us to pursue available remedies or limit the damages that we may sustain.
* To aggregate and/or de-identify information collected through the Sites. We may use de-identified and/or aggregated data for any purpose and without any restrictions, including, without limitation, for research and marketing purposes, and may also share such data with any third-parties, including advertisers, promotional partners, sponsors, event promoters, and/or others.
* To otherwise use your information with your consent or at your direction.

For additional information about how we collect, use, share, and protect personal information about our consumer customers, and for information about the choices you may have, please review the Signature Privacy Notice.

Cookies and Other Tracking Technology

We may use cookies, clear GIFs, pixel tags, beacons, and other technologies that help us better understand user behavior, personalize preferences, perform research and analytics, deliver tailored advertising, optimize the Site, and improve the products and services we provide.  For more information, please refer to our Cookies Policy.

1. **Cookies.** When you visit the Site, we may use cookies—a small text file containing a string of alphanumeric characters—to your computer that uniquely identifies your browser or stores information or settings on your device.  Cookies are small pieces of data, housed in text files and stored on your computer or other device. Cookies may be set by the website that you are visiting, or by third parties, such as those who serve content or provide advertising or social media integration services on the website (known as “third-party cookies”). The website or third-party that sets the cookie may access the cookie on subsequent visits. This enables websites to “remember” you and your preferences, either for a single visit (through a “session cookie”) or for multiple repeat visits (through a “persistent cookie”). Cookies help ensure a consistent and efficient experience for visitors, and they perform essential functions such as allowing users to register and remain logged-in. Most web browsers automatically accept cookies, but your browser may allow you to modify your browser settings to decline certain cookies if you prefer. If you disable cookies, you may be prevented from accessing or taking full advantage of the Sites.
2. **Clear GIFs/web beacons.** When you use the Site, we may employ clear GIFs (also known as web beacons) which are used to anonymously track the online usage patterns of the Sites’ users. In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened, which links are clicked by recipients, and whether our emails are forwarded. The information allows for more accurate reporting and improvement of the Sites.
3. **Web analytics.**We may use third-party web analytics services on the Sites, such as those of Google Analytics. These third-party providers use the technology described above to help us analyze how users use the Site. The information collected by the technology (including your IP address) will be disclosed to or collected directly by these third-party providers. To prevent Google Analytics from using information for analytics, a user may opt-out of such use.  For more information on how to opt-out, please refer to our Cookies Policy.

We may use this information in a number of ways, including (a) to remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) to provide custom, personalized content and information; (c) to provide services via the Sites and to monitor and optimize the Sites; (d) to monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (e) to diagnose or fix technology problems; (f) to help you efficiently access your information after you sign in; and (g) to deliver advertising to you.  Signature does not sell, rent or share the information we collect directly from you or about you from third-parties for such parties’ own marketing purposes.

Use of Information for Advertising; Online Behavioral Advertising

We may use personal information in connection with our online advertising activity. Online advertisements may be in the form of banner ads, splash ads or other formats. These advertisements may appear on our Sites, and we may contract with third-party advertising companies to promote our products and services and serve related advertisements on websites and mobile applications that are owned or operated by parties not affiliated with us.

To better understand which of our products and services may be of interest to you and to tell you about those products and services, we may from time to time collect information about your online activities over time and across third-party websites and online services. We also may engage third-party service providers to collect information about your online activities over time and across third-party websites and online services when you use the Sites. Serving advertisements based on a person’s online activities over time and across third-party websites and online services is generally known as “online behavioral advertising.” Here are some tips and other important information regarding online behavioral advertising:

* If you are given an opportunity to opt-out of online behavioral advertising and you make an opt-out election, then to maintain the opt-out election at our Sites and at other websites that might serve behavioral advertisements on our behalf, your browser must be enabled to accept cookies. If you delete cookies, buy a new device, access our Sites or other websites from a different device, login under a different screen name, or change web browsers, you will need to opt-out again.
* You also may be able to avoid online behavioral advertising by disabling scripting in your browser. Please check the security settings in your browser to determine the status of the scripting settings. However, please note that if you disable scripting, you may be unable to use certain features on a website. In other cases, the website may become inoperable, your experience may not be optimal, you may not be using the latest standards for safe and secure transactions or you may not be allowed to access the website.
* Some browsers may provide a “do not track” or similar setting. Our Sites do not respond to such settings. If you enable such a setting it will not prevent the collection of information about your online activities over time and across third-party websites when you visit our Sites.
* You should be aware that even if you exercise a choice not to receive targeted advertisements in connection with online behavioral advertising, your election does not necessarily stop the collection of information about your online activities over time and across third-party websites and online services for purposes other than online behavioral advertising.
* You may still receive generic advertising (i.e., advertising that is not based on your online activities over time and across third-party websites and online services) even if you opt-out of online behavioral advertising and opting-out of online behavioral advertising may not result in the termination of advertising and promotions provided in connection with rewards programs we may offer.

We may share personal information with third-party advertising companies with which we have contracted to support other targeted advertising, promotional and rewards programs that we offer.  You may opt-out of the rewards programs we offer and the targeted advertising and promotions that are associated with the programs.  Please see the terms of the applicable rewards program for information about opting-out.

We may share personal information with third-party advertising companies with which we have contracted to support other targeted advertising, promotional and rewards programs that we offer.  You may opt-out of the rewards programs we offer and the targeted advertising and promotions that are associated with the programs.  Please see the terms of the applicable rewards program for information about opting-out.

**For more information, please refer to our Cookie Policy**

**Social Media**  
We may from time to time use social media websites and applications (e.g., Facebook®, Twitter®, YouTube®, and LinkedIn®) to interact with you and to communicate information about us and our products and services. We may collect information from our interactions with you at such social media websites and applications, and we may use the information for the purposes and uses described in this Policy. If we disclose any terms of use on specific social media pages that we manage, you will also be subject to those terms when you interact with those pages. The owners and operators of social media websites and applications may impose their own terms of use and privacy policies with respect to the use of their websites and applications. This Policy does not govern the use, handling, and treatment of content you may post on social media websites and applications by the owners and operators of those websites and applications. You should review the terms of use and privacy policies of any social media website or application that you use to make sure you understand your rights and obligations regarding the content that you post.

**Security & Retention**  
Signature uses commercially reasonable administrative, technical and physical security measures to protect personal information collected through the Sites. These measures include computer safeguards and secured files and buildings. In the event we share information with third-party service providers or joint marketers, we restrict the ability of such parties to use or disclose the information we furnish. We also require such parties to apply appropriate security measures to protect information. We retain your information for as long as needed (i) to conduct business with you, (ii) as needed for the purposes outlined in this Policy or at the time of collection or (iii) as necessary to comply with our legal obligations, resolve disputes and enforce any agreements.  For more information, please refer to the Signature Privacy Notice, if you use our products and services for your own personal, family or household purposes. Unfortunately, no data transmission or storage system can be guaranteed to be secure, and we disclaim any representation or warranty that our information security systems or those of our service providers and joint marketers are invulnerable to breach or compromise.

**Links to Third-Party Websites**  
The information and disclosures contained in this Policy apply only to our Sites. If you link to a third-party website from our Sites, the third-party website will not be governed by this Policy. These third-party websites may collect data about you, use cookies, embed additional third-party tracking and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.  We are not responsible for the practices employed by websites or services linked to or from the Sites or to which you direct Signature.

**Children’s Online Privacy**  
Our Sites are not directed or targeted to individuals under eighteen (18) years of age. We do not knowingly collect information from children under eighteen (18) without parental consent.  In the event that we learn that we have collected personal information from a child under age eighteen (18) without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under eighteen (18), please call us at 847.268.1001 or visit our [Contact page](https://www.signaturebank.bank/contact/).

**Medical Information**  
When you use our Sites to apply for or to obtain or use our products and services, we will not ask you to provide any personal health or medical information except as allowed or required by applicable law and as necessary to consider your application for or to provide such products and services. To the extent you provide any medical or personal health information, we will not use or disclose such information except as allowed or required by applicable law, and we will protect such information as required by applicable law.

**Updating Personal Information**  
Online applications you use at our Sites in connection with our products and services generally will enable you to review, update and correct certain personal information. You may also contact your local banker or account officer, or call us at 847.268.1001, for information about how to review and update certain information about you in our records.

**Information about Parties That Are Not Natural Persons**  
Notwithstanding any term or provision to the contrary in this Policy, any information collected by or using any Site that describes, identifies or relates to a party that is not a natural person may be used, disclosed and shared by us for any lawful purpose, subject to the requirements and restrictions of applicable law.

**Changes to this Policy**  
We may change our privacy practices and amend this Policy at our discretion. Any changes or amendments we make will be effective when we post them at the applicable Site unless we expressly provide a different effective date. You agree that the posting of such changes or amendments at the applicable Site shall constitute effective notice thereof to you. You agree to review this Policy periodically to ensure that you are familiar with its current terms. You acknowledge and agree that any changes we make are binding on you as of the effective date we dictate, but in any event, your use of the applicable Site on or after the effective date constitutes your affirmative acceptance of such changes. The effective date set forth at the beginning of this Policy indicates when this Policy was last changed. If our changes or amendments to this Policy are material, we will notify you in accordance with applicable law.

**Questions about this Policy**  
If you have questions about this Policy, please call us at 847.268.1001 or visit our [Contact page](https://www.signaturebank.bank/contact/) for more information.