

PRIVACY POLICY

Bankrate, Inc., a Florida corporation (“Bankrate”), owns and operates the Web site located at the URL www.bankrate.com, and portions of other Web pages and Web content through which you have accessed this Privacy Policy (collectively, “www.bankrate.com”). By visiting, using and/or submitting information to www.bankrate.com, you are accepting the practices described in this Privacy Policy and the terms and conditions of Bankrate’s Agreement of Terms of Use located at the URL www.bankrate.com/brm/about/disclaimer.asp (the “Terms of Use”).

Bankrate takes your privacy seriously, and has published this Privacy Policy to explain how Bankrate treats all information you may submit to www.bankrate.com, except that information which is submitted pursuant to a sweepstakes entry. Refer to the Official Rules and Privacy Policy for each individual sweepstakes for Bankrate’s specific policies regarding information sharing and disclosure pursuant to sweepstakes entry.

Collection of Personally Identifiable Information

Many of the features of www.bankrate.com are available to you without your providing personally identifiable information. Personally identifiable information generally includes information that could be used to determine your identity, such as your name, address, phone number, e-mail address, and birth date. The following are certain situations in which Bankrate may collect personally identifiable information from you:

- **Registration for Newsletters and Sweepstakes.** Bankrate collects personally identifiable information from you if you register online for one of Bankrate’s newsletters and when you enter Bankrate’s sweepstakes. When you register online with Bankrate, Bankrate asks for personally identifiable information like your name, e-mail address, birth date, gender, ZIP code, occupation, industry, personal interests and other demographic information.
- **Use of Forums.** If you choose to transmit, submit or post information through Bankrate’s chat rooms, bulletin boards or other forums (the “Forums”), Bankrate will collect that information you provide. Bankrate retains this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law and pursuant to Bankrate’s Terms of Use.
- **Forms.** Bankrate may collect personally identifiable information from you if you choose to fill out any forms, profiles, or surveys on www.bankrate.com.
- **Correspondence.** If you send Bankrate personal correspondence, such as emails or letters, or if other users or third parties send Bankrate correspondence about your

activities or postings on www.bankrate.com, Bankrate may choose to collect such information into a file specific to you.

- **Business Partners.** Bankrate may receive your personally identifiable information from one of Bankrate's business partners.

Use of Personally Identifiable Information

Bankrate uses your personally identifiable information as follows:

- to improve Bankrate's marketing and promotional efforts, analyze site usage, improve Bankrate's content and product offerings, and customize Bankrate's content, layout, and services;
- to contact you and deliver information to you that, in some cases, is targeted to your interests, such as targeted banner advertisements, administrative notices, product offerings, and communications relevant to your use of www.bankrate.com;
- to fulfill your requests for certain products and services;
- for market research, project planning, troubleshooting problems, detecting and protecting against error, fraud or other criminal activity, to enforce Bankrate's Terms of Use, for other internal purposes, and as otherwise described to you at the time of collection; and
- as otherwise set forth in this Privacy Policy.

You expressly agree to Bankrate's use of your personally identifiable information as set forth in this Privacy Policy and the Terms of Use.

Disclosure of Personally Identifiable Information

Unless you are entering one of Bankrate's sweepstakes, Bankrate does not currently sell your personally identifiable information. The following describes some of the ways that your personally identifiable information may be disclosed in the normal scope of business:

- **Advertisers.** Bankrate may aggregate personally identifiable information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for their marketing and promotional purposes. For example, Bankrate may aggregate personally identifiable information and disclose it to network advertisers in a non-personally identifiable manner as set forth in the section entitled "Network Advertisers," set forth below. Bankrate does not disclose your information in a personally identifiable manner to such third party advertisers without your consent.
- **External Service Providers.** There are a number of separate services offered by third parties, including, without limitation, Bankrate's affiliates, that Bankrate refers to as external service providers that may be complementary to your use of www.bankrate.com (e.g. realtors, mortgage brokers, lenders, financial institutions, credit card issuers, information aggregators). If you choose to use these separate services, disclose information to the external service providers, and/or grant them

permission to collect information about you, then their use of your information is governed by their privacy policy. With your consent, Bankrate may provide some of your personal information to the external service provider offering such services, for your convenience. To prevent Bankrate's disclosure of your personally identifiable information to an external service provider, you can decline such consent or simply not use their services. You should evaluate the practices of external services providers before deciding to use their services.

- **Internal Service Providers.** Bankrate may use third parties that Bankrate refers to as internal service providers to facilitate or outsource one or more aspects of Bankrate's business, product and service operations that Bankrate provides to you (e.g., technology, Forums, newsletters/alerts, analytical tools, advertising campaign management) and therefore Bankrate may provide some of your personal information directly to these internal service providers. These internal service providers are subject to confidentiality agreements with Bankrate or other legal restrictions that prohibit their use of the information Bankrate provides them for any other purpose except to facilitate the specific outsourced Bankrate related operation, unless you have explicitly agreed or given your prior permission to them for additional uses. In some instances, the internal service provider may collect information directly from you. In these cases, you will be notified of the involvement of the internal service provider, and all additional information you provide them and their additional uses will be strictly up to you. If you provide additional information to an internal service provider directly, then their use of your personally identifiable information is governed by their applicable privacy policy.

Notwithstanding the foregoing, Bankrate reserves the right (and you authorize Bankrate) to share or disclose your personally identifiable information when Bankrate determines, in its sole discretion, that the disclosure of your personally identifiable information is necessary to identify, contact, or bring legal action against you if:

- you are or may be violating this Privacy Policy or Bankrate's Terms of Use;
- you are interfering with another's rights or property, including, without limitation, Bankrate's rights or property;
- you are violating any applicable law, rule or regulation;
- necessary or required by any applicable law, rule or regulation; and/or
- requested by authorities in the event of any act of terrorism or instance of local, regional or national emergency.

Personally identifiable information and other personal information collected from you may also be transferred to a third party as a result of a sale, acquisition, merger, reorganization, other transfer or bankruptcy (a "Transfer") involving Bankrate and/or its affiliates. Bankrate specifically reserves the right to transfer personally identifiable information collected from www.bankrate.com, and any of its databases, together with any personally identifiable information contained therein, to a third party in connection

with a Transfer, and nothing in this Privacy Policy is intended to interfere with the ability of Bankrate to transfer all or part of its business and/or assets (including www.bankrate.com) to an affiliate or independent third party at any time, for any purpose, without any limitation whatsoever.

In addition, due to the existing regulatory environment, Bankrate cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), Bankrate may be forced to disclose personal information to the government or third parties under certain circumstances or third parties may unlawfully intercept or access transmissions or private communications. Therefore, although Bankrate uses industry standard practices to protect your privacy, Bankrate does not promise, and you should not expect, that your personally identifiable information or private communications will always remain private.

NOTE: If you are submitting personally identifiable information pursuant to sweepstakes entry, Bankrate reserves the right to share, loan, rent and/or sell the personally identifiable information that you submit with its affiliates and other third parties. Please refer to the Official Rules and Privacy Policy for each individual sweepstakes for the specific guidelines regarding information sharing and disclosure.

Network Advertising

Bankrate may use third-party advertising companies for marketing, advertising and promotional purposes, as well as to serve advertisements to you. Using third-party advertising companies helps us and third-party advertisers better determine which advertisements or content to serve to you. For example, the third-party advertisers may use information regarding your visits to www.bankrate.com and other Web sites in order to provide advertisements about goods and services, that third party advertisers believe will be of interest to you.

The types of information that may be collected by third-party advertising companies include the following:

- the type of Internet browser you use;
- the type of computer operating system you use;
- the domain name of a Web site you visit, as well as information related to Web sites and Web pages you are viewing when an advertisement is requested;
- whether or not you visit specific pages of www.bankrate.com or other Web sites;
- the location of your Internet service provider's point of presence;
- the date and time of a visit to a Web site;
- search keywords passed from another server;

- the number of times you have clicked on an advertisement; and
- other interactions between you and a Web site.

If you would like to opt-out of third-party advertising companies' use of such information, [click here](#). If you would like more information about this practice and to know your choices about not having this information used by these companies, [click here](#).

Opt-Out and Changes to Personally Identifiable Information and Use Preferences

You may at any time request a copy of Bankrate's record of your personally identifiable information, change your personally identifiable information or use preferences, or opt-out of Bankrate's use of your personally identifiable information by contacting Bankrate at webmaster@bankrate.com.

If you would like to opt-out of third-party advertising companies' use of your information for the network advertising purposes described above, [click here](#).

Newsletters and CAN-SPAM Compliance

Bankrate.com sends only verified, double-opt-in e-mail newsletters, specifically requested by Bankrate subscribers. Subscriptions to Bankrate.com newsletters are verified by sending an e-mail confirmation to your e-mail address, which requires a positive response before an e-mail address is added to Bankrate's list. Bankrate.com is fully compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

Cookie technology

"Cookies" are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer's hard drive. Bankrate, its external service providers, internal service providers, and third-party advertising companies, may set and access cookies on your computer to track and store preferential information about you. Bankrate, and its external service providers, internal service providers, and third-party advertising companies gather anonymous information about you through cookie technology on an aggregate level only. For example, a third-party advertising company may assign a cookie (and a Web beacon, described below) to you, to limit the amount of times you see a particular advertisement or to help better determine which advertisements to serve to you. Please note that most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer.

Web beacons

"Web beacons", also called single-pixels (1x1) or clear GIFs, are electronic images that allow a Web site to access cookies and help track marketing campaigns and general usage patterns of visitors to those Web sites. Web beacons can recognize certain types of information, such as cookie numbers, time and date of a page view, and a description

of the page where the Web beacon is placed. No personally identifiable information about you is shared with third parties through the use of Web beacons.

- **Internal use of Web beacons.** Bankrate may use Web beacons internally to count users and recognize users through cookies. Access to cookies helps Bankrate personalize your experience when you visit Bankrate.com.
- **Email.** Bankrate may include Web beacons in HTML-formatted email messages that Bankrate or its affiliates or agents send. Including Web beacons in email messages helps Bankrate determine your interest in and the effectiveness of such emails.
- **External use of Web beacons.** Bankrate may also use Web beacons externally. For example, Bankrate may report aggregate information about Bankrate.com users, such as demographic and usage information, to its partners and other third parties. Bankrate may also include other company's Web beacons within Bankrate.com.

Security

Personally identifiable information you submit to Bankrate is password-protected for your privacy and security. In certain areas Bankrate uses industry-standard SSL-encryption to protect data transmissions. In the unlikely event that an unauthorized third party compromises Bankrate security measures, Bankrate will not be responsible for any damages directly or indirectly caused by an unauthorized third party's ability to view, use or disseminate such information.

Links to Other Web sites

www.bankrate.com may include links to other third party Web sites. Such links are not an endorsement by Bankrate of those Web sites and/or the products or services offered there. Third party Web sites may have different privacy policies and Bankrate is not responsible for the privacy practices of those third party Web sites. If you click on a link to a third party Web site, Bankrate encourages you to check the privacy policy of that Web site, as it may differ substantially from that of this Privacy Policy.

Access and Use of www.bankrate.com

www.bankrate.com is intended to be accessed and used only by adults and is not directed to children under the age of 18. Bankrate does not knowingly permit registration or submission of personally identifiable information by anyone under the age of 18.

Changes to this Privacy Policy

Bankrate reserves the right to update, amend and/or change this Privacy Policy at any time in its sole discretion and without notice. Updates to this Privacy Policy will be posted here. Any information Bankrate collects from you online is subject only to Bankrate's most current Privacy Policy. You are encouraged to revisit this Privacy Policy from time to time in order to review any changes that have been made. Bankrate's last update was May 14, 2008. Your continued access and use of

www.bankrate.com following the posting of any such changes shall automatically be deemed your acceptance of the same.

Questions or Concerns

If you have questions, comments, concerns or feedback regarding this Privacy Policy, send an e-mail to webmaster@bankrate.com.

Governing Law; Arbitration

You agree that: (i) www.bankrate.com shall be deemed solely based in the State of Florida; and (ii) www.bankrate.com shall be deemed a passive Web site that does not give rise to personal jurisdiction over Bankrate, either specific or general, in jurisdictions other than the State of Florida. This Privacy Policy is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Privacy Policy shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Palm Beach County, Florida.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING WWW.BANKRATE.COM YOU CONSENT TO THESE RESTRICTIONS.

You and Bankrate shall select the arbitrator, and if you and Bankrate are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and Bankrate and your and Bankrate's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or Bankrate be entitled to punitive, special, indirect or consequential damages and both you and Bankrate hereby waive your and Bankrate's respective rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Bankrate, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Palm Beach County, Florida.

Miscellaneous

If any portion of this Privacy Policy is deemed unlawful, void or unenforceable by any arbitrator, this Privacy Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Privacy Policy that is unlawful, void or unenforceable shall be stricken from this Privacy Policy.

The headings contained in this Privacy Policy are for convenience of reference only, are not to be considered a part of this Privacy Policy, and shall not limit or otherwise affect in any way the meaning or interpretation of this Privacy Policy.

All covenants, agreements, representations and warranties made in this Privacy Policy, as may be amended by Bankrate from time to time, shall survive your acceptance of this Privacy Policy.

This Privacy Policy and the Terms of Use available at the URL www.bankrate.com/brm/about/disclaimer.asp represent the entire understanding and agreement between you and Bankrate regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.