

WEB SITE PRIVACY POLICY

A. Framework's Respect for Privacy

Framework Homeownership LLC ("**Framework**"), respects the importance of the privacy of your personal information. Framework provides this Privacy Policy so you know about the online information practices of Framework and understand how Framework treats the information we receive about you from your use of the Framework web site located at <https://courses.frameworkhomeownership.org> (the "**Site**"). By using, browsing and/or accessing the Site, you agree to the terms of this Privacy Policy. Your visit to the Site and any dispute over privacy is subject to the Terms of Use, including limitations on damages and application of the law of the State of Minnesota. Use of this Site is strictly voluntary. If you do not agree to the Site's Privacy Policy and Terms of Use, you must immediately log off the Site and may not use the Site.

B. The Information Framework Collects

Anonymous Electronic Information. In general, you can browse this Site without telling Framework who you are or revealing any personal information about yourself. Framework, however, collects your IP address. Your IP address is a number that is used by computers connected to the Internet to identify your computer so that data (such as the web pages you request) can be sent to you. Framework uses your IP address to, among other things: (a) help diagnose problems with the Framework server, administer the Site, measure the use of the Site, and improve the content of the Site; (b) identify visitors' domain names, the type of web browsers used, the pages viewed, the web sites from which a visitor found this Site, the search terms and search engines used to find this Site; and (c) gather other web analytics information relating to visitors' use and navigation of the Site. This information does not identify you personally. On occasion Framework may aggregate this data with data on the pages visited by other users to track overall visitor traffic patterns and provide this aggregate information to vendors, potential advertisers, business partners, news agencies, or other parties to demonstrate the amount of interest in the Site and to help Framework plan for technical infrastructure requirements.

Cookies. In order to register on or purchase products or services from the Site your browser must be set to accept "cookies." Cookies are alphanumeric identifiers that Framework transfers to your computer's hard drive through your web browser to enable the Site to "recognize" you every time you visit and to "remember" any information you have saved, such as storage of items in your shopping cart between visits if you make purchases at the Site. Framework does not use cookies to store any of your personal or financial information that you have on your computer.

Framework recognizes that you have a choice to refuse cookies. However, should you decide not to accept cookies from the Site, you will limit the functionality Framework can provide when you visit the Site. View your browser's help file for more information on cookies.

Courses. Use of the Site is very often made in connection with an individual's efforts to purchase a home. As a part of that effort, in order to use the products and services available at the Site, which may include taking educational courses about buying a home, you will be required to provide information that lets Framework know the specifics of who you are, and may include, without limitation, your first and last name; mailing address; email address; telephone and facsimile numbers; credit card number, debit card

information, or other payment processing information; and other personal identifying information. You may also be required to provide information about your race, gender, education, income, and various other demographic items or topics related to your personal life. If you take an educational course, the details about when you took it and your exam results will be collected and retained by Framework. In addition, after you have completed a course, you will be required to take an exit survey, the results of which will also be collected and retained by Framework.

Other Activities. When you engage in certain activities on the Site, such as ordering a product or service; registering for an event, entering a contest or sweepstakes; participating in social media activities involving things such as *Facebook*, *Twitter*, *YouTube*, or *Foursquare*, whether at this Site or the social media web sites; filling out a survey; or sending feedback or product reviews; Framework may ask you to provide personal information. If you choose to share any personal information with Framework, you will see that the amount and type of personal information Framework requests depends on how you use the Site. It is completely optional for you to engage in these activities. Depending upon the activity, some of the information Framework asks you to provide is identified as mandatory and some is voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity. In addition, there may be instances where Framework will ask you for your permission to use certain of your personal information for various purposes, which might include, without limitation, to evaluate existing products and services; to assist in the development of new products or services; research; to identify trends and changes in relevant industries; and to file reports with various government agencies, associations, or other organizations. You may decline the request to do so.

Advertising Service Providers. In addition, Framework may use third-party service providers to serve ads on behalf of Framework across the Internet. They may collect anonymous information about your visits to the Site, and your interaction with the products and services of Framework. They may use cookies and other online tools such as pixel tags and action tags to serve ads and personalize your web experience based on your prior visits to the Site. They may also use information about your visits to the Site and other web sites to target advertisements for products and services. This anonymous information is collected through the use of a cookie. No personally identifiable information is collected or used in this process. These third-party service providers do not know your name, phone number, address, e-mail address, or any other personally identifying information about you. Many third-party service providers are members of the “National Advertising Initiative” (“NAI”). If you would like more information about this practice or to opt out of having this anonymous information used by third-party service providers who are NAI members, visit the NAI consumer opt-out page by clicking [here](http://www.networkadvertising.org/choices/): www.networkadvertising.org/choices/

Framework may use a third party to provide you with the opportunity to review our products or services. In that case, when you submit a product review, you become subject to the terms of use and privacy policy of this third party in addition to the Privacy Policy and Terms of Use of our Site. The reviews you submit may be publicly posted on our Site.

C. The Way Framework Uses Personal Information

Framework may use your personal information for particular activities, including, without limitation, processing your order; payment processing; enrollment and registration for courses, verifying enrollment, testing results, and completion of courses; registration for events; delivery; fulfillment; customer service; marketing and research; providing product, promotional and other information to you; and to contact you regarding administrative notices. Framework may share this information with its affiliates, referral

partners, counseling agencies, financial service providers (such as companies providing home mortgages), lenders, Federal, State, and non-profit or other business partners in connection with any of the foregoing activities. In addition, Framework may share this information with business partners for their marketing activities. Framework must release your credit card, debit card, and payment processing information to payment processors and financial institutions involved in your payment for products or services purchased on this Site and to facilitate returns or refunds. Except as described in this Privacy Policy, Framework will not give or sell your personal information to any other company for its use in marketing or solicitation.

Note that Framework does not have any responsibility for the actions or policies of any business partners, many of which may have relationships with lenders, realtors, government agencies, or other parties. You should satisfy yourself about how your information may be used by any business partner.

Framework may always use the information you provide (other than credit card, debit card, or other payment processing information), in an anonymous or aggregated format that does not identify you personally, which uses might include, without limitation, to evaluate existing products, services, and systems; to assist in the development of new products or services; research; to identify trends and changes in relevant industries; and to prepare and file reports with various government agencies, associations, lenders, realtors, educational institutions, or other organizations.

Framework may disclose personal information in any of the following circumstances: (a) in response to a subpoena, search warrant, court order, or other legal process or request, or as may otherwise be required by applicable law or regulation; (b) to protect and defend Framework rights or property or those of its affiliates or business partners, or others; or (c) as Framework, in its sole discretion, believes is appropriate under exigent circumstances in response to a perceived threat to the personal safety, property, or rights of any person or organization.

In addition, since the Framework database is a business asset, in the event Framework is reorganized or becomes part of another organization, you consent to the sale, assignment, or transfer of your personal information to a successor that acquires substantially all of the business assets of Framework, or to an affiliate, as applicable.

Framework will never request your password, user name, credit card information or other personal information through e-mail. This practice, called "phishing," is a scam designed to steal your personal information. If you receive an e-mail that looks like it is from Framework asking you for your personal information, do not respond.

D. Framework's Relationship to Other Sites that can be Accessed Through this Site

This Site may contain links to other web sites. Additionally, other web sites, including, without limitation the web sites of a Counseling Agency, may contain links to this Site. Framework does not review or monitor the web sites linked to this Site and is not responsible for the contents or privacy policies related to any other web sites. If you visit one of these other web sites, you should review the privacy policy on that web site. Where this Site contains a link to another web site owned and/or operated by Framework, such web site use may be subject to different and additional terms of use and privacy policy terms and conditions.

E. Access and Correction of your Personal Information

Framework strives to maintain the accuracy and integrity of the personal information in its databases and to keep that information up-to-date. Framework encourages you to promptly update your personal information if it changes.

You may request access to the personal information Framework has about you. As a registered user with the Site, you can access your profile information at any time. If you prefer, you may email us at info@frameworkhomeownership.org, or send a letter to:

Framework Homeownership LLC
1000 Payne Avenue, Suite 200
St. Paul, Minnesota 55130
Attention: Julie Gugin

All communications must be in the English language.

Framework will respond to reasonable requests within the time limits established by applicable law or within a reasonable time if no time limit is established by applicable law. For your protection, Framework may ask you for additional information to verify your identity. In most cases, Framework will provide the access you request and correct or delete any inaccurate personal information you discover. Framework reserves the right, however, to limit or deny your request to the extent permitted by applicable law if: (a) the disclosure may be a threat to the personal safety, property, or rights of any other person or organization; (b) the disclosure may lead to a violation of applicable laws or regulations; or (c) where you have failed to provide sufficient evidence to verify your identity.

F. Security of Your Personal Information

Framework takes what it believes to be reasonable precautions and has implemented managerial and technical procedures to try to protect the security of data and information, including personal information. Framework strives to maintain the reliability, accuracy, completeness, and current status of personal information and to protect the privacy and security of such information. However, Framework cannot guarantee against any loss, misuse, unauthorized disclosure, or alteration or destruction of data or personal information. While Framework strives to protect your personal information, Framework cannot guarantee the security of any information you transmit to or from this Site, by email or otherwise, and you provide such information at your own risk. You acknowledge that: (a) there are security and privacy limitations in computer systems and on the Internet which are beyond the control of Framework; (b) the security, integrity, and privacy of any and all information and data exchanged between you and Framework through the Site, including personal information, cannot be guaranteed; and (c) any such information and data, including personal information, may be viewed or tampered with by a third party while such information or data is being used, transmitted, processed, or stored.

G. Changes to Privacy Policy

Framework reserves the right to modify this Privacy Policy, in whole or in part, at any time without notice to you. You expressly waive any right to receive notice of any changes to this Privacy Policy. Framework encourages you to review this Privacy Policy regularly in your use of the Site to ensure you are aware of current practices. Any use of the Site following the date on which Framework implements changes to this Privacy Policy shall constitute your acceptance of all such changes.

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