

Aliya Privacy Policy

Effective Date: November 6th, 2025,

This Privacy Policy (“Policy”) applies to personal information processed by AFT Analytics, Inc. (dba Aliya) (“**Aliya**,” “**we**,” “**us**,” and “**our**”) through our website www.aliya.com (the “**Site**”), our lending technology platform, and other services owned and operated by us, including credit analytics and employment verification services. To make this Policy easier to read, our website, our lending technology platform, and related offerings are collectively called the “**Services**,” or the “**Aliya Services**.”

This Policy describes, among other things, how we will treat the information you provide while visiting the Website, using Aliya Services or using services offered by third parties that Aliya has partnered with, including banks, credit unions, financial technology companies and other third parties (“Aliya Partners”). The Company will at times collect, maintain, use, and share your information as is necessary to provide Services to you, meet certain business needs and functions, and comply with laws and regulations. This Policy may change from time to time.

PLEASE READ THIS POLICY CAREFULLY. YOUR USE OF THE WEBSITE AND SERVICES CONSTITUTES YOUR CONSENT TO THIS POLICY. DO NOT USE THE SERVICES IF YOU ARE UNWILLING OR UNABLE TO CONSENT TO THIS POLICY.

This Policy is for U.S. based users of our Services only. We do not currently intend to offer the Services to users outside the U.S.

I. INFORMATION WE COLLECT ABOUT YOU

We may collect the following types of information, which are described in more detail below: (A) information you provide to us, (B) information we automatically collect, and (C) information we receive from third parties. All of the information listed in (A)-(C) above, is detailed below, and hereinafter referred to as “Information.” We may use the Information we collect about you as described below to draw inferences about you, including about your characteristics and creditworthiness.

A. Information You Provide to Us:

In using our Services, you may provide us with Information, including, without limitation:

- Your name, address, phone number, email, date of birth, social security number and documents or other media that verifies your identity;
- Financial Information: Information such as your credit history, credit scores and other information;
- Information about your loan account and your payment history; and
- Bank information such as the name of your bank, your account numbers, bank account credentials, and transaction information;

- Directly from you when you register on the Site and use the Site and our products and services; fill out forms or fields such as when you request a loan offer, or apply for a loan; through the Aliya Services and Aliya Partner services you opt in to, such as when you receive third party loan offers or choose automatic employment or bank account verification; and your communications with us.
- We may also ask you for information when you subscribe to our alerts, and when you report a problem. We may keep records and copies of your correspondence if you contact us.

B. Information We May Automatically Collect:

We also collect information about you from your visit to our Online Services including:

1. IP address, which is the number associated with the service through which you access the Internet, like your ISP (Internet service provider), or your company;
2. Date and time of your visit or use of our Online Services;
3. Domain server from which you are using our Online Services;
4. Type of computer, web browsers, search engine used, operating system, or platform you use;

This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

C. Cookies and Other Tracking Technologies

We collect this Information directly and through the use of third parties by using certain technologies such as cookies, web beacons, and other technologies. Third-party service providers, advertisers, and/or partners may also view, edit, or set their own cookies or place web beacons to collect similar or identical information. The use of these technologies by such third parties is subject to their own privacy policies and is not covered by this Policy, except as required by law. We may tie this information to personal information about you that we collect from other sources or that you provide to us.

1. Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. Most web browsers automatically accept cookies. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of our website and Online Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our website and Online Services. We may use the following type of cookies:

Cookie Category	Description
Strictly Necessary	These are necessary for the website or application to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser or mobile device to block, but some parts of the site will not then work. These services do not store any personally identifiable information.
Performance	This allows us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information collected is aggregated and therefore anonymous. If you do not allow this service we will not know when you have visited our site, and will not be able to monitor its performance.
Functional	This enables the website or application to provide enhanced functionality and personalization. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow then some or all of these services may not function properly.

2. Analytics. We may use analytics tools, such as Google Analytics, to help provide us with information about traffic to our website and use of our website, which Google may share with other services and websites who use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having your activity on the website made available to Google Analytics by installing the Google Analytics opt-out browser add-on (<https://tools.google.com/dlpage/gaoptout>) for your web browser.

D. Information We May Receive from Third Parties

We may collect additional Information about you from others such as our Partners, affiliates, other companies, third-party websites, and/or sources providing publicly available information (e.g., from the U.S. postal service) to help us provide services to you, help prevent fraud, and for marketing and advertising and analytic purposes.

For example, we may collect information about you from third-party service providers including information we request on your behalf from credit reporting agencies, payroll providers and third parties who facilitate access to payroll provider data, and information we receive from other third-party data partners who supplement and/or verify information we collect from you, and information we obtain from public record sources or websites.

We may also collect information about you from third-party Aliya Partners that you engage with who may pass certain information about you and your use of their service to us. This information

could include any information that you have permitted the third party to share with us, including personal information necessary for the Aliya Partner to use Aliya's credit analytics or employment verification services.

The Information we collect is covered by this Policy, and the Information the third-parties collect is subject to the third-party's privacy practices. We encourage you to be aware when you leave our sites or applications and to read the privacy policies of other sites that may collect your Information.

II. HOW WE USE YOUR INFORMATION

A. Use and Purpose of Processing Your Information

We use and process your Information above for things that may include, but are not limited to, the following:

- Providing you and other customers with access to the products and services offered by Aliya or Aliya Partners;
- Improving our insights so we can provide you with offer recommendations and/or insights that are most relevant to you.;
- Providing notices and other information to you about, or in connection with, these products and services;
- Responding to user inquiries and offering support to users;
- Detecting security incidents, protecting against malicious, deceptive, fraudulent or illegal activity, fulfilling legal requirements and enforce our agreements;
- Debugging to identify and repair errors that impair existing intended functionality;
- Providing, maintaining, developing and improving the Aliya Services, your experience, and protecting Aliya and its users;
- Improving your experience accessing the products and services offered by Aliya or Aliya Partners by recognizing you as a customer and remembering information you previously provided so that you will not have to re-enter it;
- For marketing and advertising purposes, including sending you promotional material or special offers on our behalf or on behalf of our marketing partners and/or their respective affiliates and subsidiaries and other third parties, provided that you have not already opted-out of receiving such communications;
- Managing, improving and fostering relationships with third-party service providers, including vendors, suppliers, and parents, affiliates, subsidiaries, and business partners;
- Maintaining, improving, customizing, or administering our services, performing business analyses, or other internal purposes to improve the quality of our business, the Services, resolve technical problems, or improve security or develop other products and services;
- Carrying out our obligations and enforcing our rights arising from any contracts entered into between you and us, including for billing and collection;
- Complying with our Terms of Use; and/or
- For any other purposes disclosed to you at the time we collect your Information.

B. Sharing Your Information

All financial companies need to share customers' personal information to run their everyday business. Subject to any applicable legal exemptions including the Gramm-Leach Bliley Act, and/or the California Consumer Privacy Act/California Privacy Rights Act (CCPA/CPRA), we may share your personal information, including non-public personal information with:

- **Third-Party Service Providers.** We may share your information with third-party service providers, vendors, contractors or agents that perform certain business functions or services on our behalf (such as process your transactions, manage our databases, maintain your account, perform analyses and credit risk assessments, provide customer service, provide marketing, technology product development or other services for us, or send communications for us). These companies are authorized to use your information only as necessary to provide these services to us.
- **Information Shared with our Partners.** We may share your information with Aliya Partners that you request loan offers from or who decline to pre-approve you for a loan when you request a loan offer, we may also share your information with nonaffiliated financial institutions that we partner with to market or provide the Aliya Services;
- **Information Shared with our Subsidiaries and Affiliates.** We may share your non-medical information with our subsidiaries and affiliates. "Affiliates" means any entity controlled by, controlling, or under common control with us. Our affiliates will use and distribute your information in accordance with the terms of this Policy. If you do not want us to share your Information with our subsidiaries and affiliates, please contact us by emailing us at contact@aliya.com.
- **Credit Reporting Agencies.** We may share your information with Credit reporting agencies to report account information, at your direction and otherwise as permitted by law;
- **Business Transfers.** Your non-medical information may be transferred, sold or otherwise conveyed ("Conveyed") to a third party where we: (i) merge with or are acquired by another business entity; (ii) sell all or substantially all of our assets; (iii) are adjudicated bankrupt; or (iv) are liquidated or otherwise reorganize. You consent to any and all such Conveyances of your non-medical information.
- **Online Communications.** If you chose to share with us comments, post a review, participate in a survey, provide a testimonial, or other non-medical information you consent and agree that we may make it available generally to the public and it will not be returned to you unless we receive such a request in writing from you and determine, in our sole discretion, to honor such request.

- **With Your Consent.** Except as provided in this Policy, we will not sell, rent, or license your information we have collected to any other third party without your consent and shall share your information consistent with this Policy with your consent.

III. ALIYA WILL NOT SELL OR RENT ANY OF YOUR PERSONAL INFORMATION TO THIRD PARTIES AND ONLY SHARES YOUR PERSONAL INFORMATION WITH THE THIRD PARTIES AS DESCRIBED ABOVE.

IV. INFORMATION SECURITY

We use commercially reasonable safeguards to provide our Online Services. However, you should assume that no data transmitted over the Internet or stored or maintained by us or our third-party service providers can be 100% secure. Therefore, although we believe the measures implemented by us reduce the likelihood of security problems to a level appropriate to the type of data involved, we do not promise or guarantee, and you should not expect, that your Information or private communications will always remain private or secure. We do not guarantee that your Information will not be misused by third parties. We are not responsible for the circumvention of any privacy settings or security features. You agree that we will not have any liability for misuse, access, acquisition, deletion, or disclosure of your Information.

You agree that you are responsible for maintaining the confidentiality of your username and password. You are responsible for all activities that occur under your username and password. If you believe that your Information has been accessed or acquired by an unauthorized person, or if you believe there is any other breach of security, you shall promptly contact us by emailing us at contact@aliya.com so that necessary measures can quickly be taken.

V. DATA RETENTION

We keep your Information only for as long as is necessary for the purposes set out in this Policy, unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements).

When we have no ongoing business need to process your Information, we will delete it, or, if that is not possible, then we will securely store that Information and isolate it from any further processing until deletion is possible.

VI. ACCESSING, CORRECTING OR DELETING YOUR INFORMATION

Upon request (as set forth below) and subject to certain exceptions and limitations, we will inform you of the existence, use and disclosure of your Information and will provide you access to that Information.

We encourage you to review, update, and correct Information that we maintain about you, and you may request that we delete Information about you that is inaccurate, incomplete, or irrelevant. We may not be able to accommodate your request, or we may not accommodate a request if we believe the change would violate applicable law.

To request that you access, correct, or delete your Information, contact us at:

Email us at: Privacy@aliya.com

Mail: AFT Analytics, Inc.
200 Vesey Street, 24th Floor
New York, New York 10281

Call us at: 1.888.479.2739

The requests above will be considered and responded to in the time-period stated by applicable law. Note, certain Information may be exempt from such requests. We may require additional information from you to confirm your identity in responding to such requests. You have the right to lodge a complaint with the supervisory authorities applicable to you and your situation, although we invite you to contact us with any concern as we would be happy to try and resolve it directly.

VII. NOTICE TO CALIFORNIA RESIDENTS

To the extent any California data privacy law applies to the collection of your Information, this supplemental section of our Privacy Policy outlines how California residents may receive their personal Information and what you can receive and applies solely to California residents.

A. Right to Know and Access to Specific Information

California residents may have the right to request that we disclose certain information to you about our collection and use of your Information over the past twelve (12) months. Once we receive and confirm a verifiable consumer request from you, a California resident, we will disclose to you, to the extent permitted by law:

- The categories of Information we collected about you.
- The categories of sources for your Information we collected about you.
- Our business or commercial purpose for collecting your Information.
- The categories of third parties with whom we share your Information.
- If we disclosed your Information for a business purpose, the Information categories that each category of recipient obtained.

You may have the right to request that the Information described above be provided to you in a portable and readily useable format, to the extent technically feasible (“data portability”). We do not sell your Information.

B. Deletion Request Rights

You may have the right to request that we delete certain of your personal Information that we collected from you, subject to certain exceptions.

To the extent that we can delete your Information, once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your Information, unless an exception applies.

We may deny your deletion request if retaining the Information is necessary for us or our service providers to:

- Complete the transaction for which we collected your Information, provide a good or service that you requested, or take actions reasonably anticipated within the context of our ongoing business relationship with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the Information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation, as described in Section II(B) above.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

C. Exercising Your Right to Know and Right to Deletion

To exercise the rights described above, please submit a verifiable consumer request to us by either:

Emailing us at Privacy@aliya.com; or

Calling us at: 1.888.479.2739

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf may make a verifiable consumer request related to your Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve (12) month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

D. Authorized Agent

You may use an authorized agent to submit verifiable consumer requests on your behalf. An authorized agent is a natural person or a business entity that you have authorized to act on your behalf. If you use an authorized agent, we will require: (1) proof of written permission for the authorized agent to make requests on your behalf, and identity verification from you, or (2) proof of power of attorney pursuant to California Probate Code sections 4000 to 4665. We may deny a request from an authorized agent that does not submit proper verification proof.

E. Non-Discrimination

We may not, and will not, treat you differently because of your Data Subject Request activity. As a result of your Data Subject Request activity, we may not and will not deny goods or services to you, charge different rates for goods or services, provide a different level quality of goods or services, or suggest any of the preceding will occur. However, we can and may charge you a different rate, or provide a different level of quality, if the difference is reasonably related to the value provided by your Information.

F. Verifying Requests

To help protect your privacy and maintain security, if you request access to or deletion of your Information, we will take steps and may require you to provide certain information to verify your identity before granting you access to your Information or complying with your request. In addition, if you ask us to provide you with specific pieces of Information, we may require you to sign a declaration under penalty of perjury that you are the consumer whose Information is the subject of the request. If you designate an authorized agent to make a request on your behalf, we may require you to provide the authorized agent with written permission to do so and to verify your own identity directly with us (as described above).

G. Shine the Light Requests

California Civil Code Section 1798.83 permits you to opt out of the disclosure of your Information by us to third parties for the third parties' direct marketing purposes. To make an opt-out request of such disclosures, please send an email to Privacy@aliya.com.

H. Additional Information

To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request. This statement is available in alternative formats upon request by contacting Privacy@aliya.com or calling us at 1.888.479.2739.

VIII. NOTICE TO RESIDENTS OF NEVADA

We do not presently sell any personal information we collect to any third parties. If we were to do so in the future, we will update this Policy, and provide Nevada residents with the opportunity to opt-out of the sale of their personal information.

IX. CHILDREN'S INFORMATION

Our Services are intended only for users over the age of thirteen (13). By using our Services, you agree that you are thirteen (13) years or older. If we have actual knowledge that a user is under thirteen (13) (or a higher age threshold where applicable) and has provided us with Information, we will take steps to comply with any applicable legal requirement to remove such Information. Contact us by emailing us at contact@aliya.com if you believe that we have mistakenly or unintentionally collected Information from a child under the age of thirteen (13).

X. CHANGES TO THIS PRIVACY POLICY

We reserve the right to change, modify or amend this Policy at any time to reflect changes in our products and service offerings, accommodate new technologies, regulatory requirements, or other purposes. If we modify our Policy, we will update the "Effective Date" and such changes will be effective upon posting. If you provide us an email address, we will provide any updated Policy to you. In that email, we will provide the option to opt-out of receiving further emails. It is your obligation to check our current Policy for any changes.

XIV. CONTACT US

If you have questions regarding this Policy, or to exercise your rights as described above, you should contact us by emailing us at contact@aliya.com, by calling us at (203) 683-5800 during our operating hours 9:00 AM EDT to 5:00 PM EDT, Monday through Friday or by post to:

AFT Analytics, Inc (dba Aliya)
200 Vesey Street, 24th Floor
New York, NY 10281
United States