



Privacy Policy Statement & Legal Notice

Privacy Notice

At PenChecks, we recognize that our relationships with you are based on integrity and trust. As part of that trust relationship, we are committed to keeping your personal information private. We also want you to be aware of how we protect, collect, and disclose your personal information.

This Privacy Policy describes the information that PenChecks, Inc. and its subsidiaries and affiliates (PenChecks Trust Company of America, PenChecks Missing Distributees, LLC, National Registry of Unclaimed Benefits and Alpha and Omega Financial Management Consultants, Inc., collectively “we,” “our” or “us”) collect through websites that we operate and any mobile application of ours (each, an “App”) (collectively, the “Service”), how we use, disclose and protect your information and the choices you can make about your information.

We protect your personal information by:

- Maintaining physical, electronic and procedural safeguards to protect your personal information;
- Restricting access to your personal information to employees with a business need to know;
- Requiring that any PenChecks business partners with whom we share your personal information protect it and use it exclusively for the purpose for which it was shared;
- Ensuring personal information is only shared with third parties as necessary for standard business purposes or as authorized by you.

We may collect personal information about you from:

- Our interactions with you, including forms, interviews, communications and visits to our web site;
- Your transactions with us or our affiliated companies; and
- Information we obtain from third parties such as other providers or vendors.

Other information that we collect when you visit our websites:

We use a variety of common, automated data collection technologies, such as internet tags or cookies (“Data Collection Technologies”), to assess how our Websites are used, to personalize your experience, and to deliver content tailored to your interests. In doing this, we collect information about you when you visit our Websites. When you request pages on our Websites, for example, our servers automatically log your internet protocol (IP) address. The IP address is a unique number assigned to your computer to identify it whenever you are surfing the Web. We use the IP address to understand the web pages you visit. The IP address does not identify you personally, but it allows us to maintain communications with you as you move about the Website. Generally, these types of data elements (“Other Information”) do not reveal your identity or do not relate directly to you or any other individual.

The following are some examples of other information:

- Device ID, including IP address;
- Browser and device information, including operating system;

- Aggregated information such as “click stream” information such as entry and exit points for the Websites (including referring URLs or domains), certain Websites traffic statistics, page views, and impressions;
- Geolocation (if using a mobile application and you consent to providing it); and
- Other information collected through cookies.

We may share personal information about you with:

- Agents, brokers and others who provide our products and services to you;
- Our affiliated companies,
- Non-affiliated companies in order to perform standard business functions on our behalf including those related to processing transactions you request or authorize, or maintaining your account;
- Courts and government agencies in response to court orders or legal investigations;
- Other financial institutions with whom we may jointly market products, if permitted in your state.

How we use or share other information:

We use other information or additional information that we collect for any purpose not prohibited by law. We may collect, compile, store, publish, promote, report, sell, or otherwise disclose or use all other information.

Consistent with our commitments stated above, please know that if any sharing of your personal information will require us to give you the option to opt-out of or opt-in to the information sharing, we will provide you with this option.

Cookies - Tracking site usage

A cookie is a small data file that some websites write to your hard drive when you visit them. A cookie file can contain non-personal information such as the date and time of a website visit, an IP (computer) address, a user ID, a referrer (what website you came from), and the web browser version and capabilities. A cookie cannot read data off your hard disk or read cookie files created by other sites. The only personal information (such as name, address or other information that identifies you personally) a cookie can contain is information you supply.

We do not collect personal information through our website unless you willingly provide it to us, either directly by e-mail or in those areas of the website that request information.

If you have set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You can refuse cookies by turning them off in your browser. However, doing so may limit your access to certain sections of the website.

We use cookies to help us improve and manage our website. For example, cookies help us recognize new versus repeat visitors to the site, track the pages visited, and enable some special features on the website. This data helps us provide a better service for our website visitors.

Internet security and viruses

In general, e-mail services are not encrypted and do not provide a secure and private means of communication with us. Certain services offered by PenChecks do provide a secure means to communicate with us, and you will be advised when you are using such a service. To protect your own privacy, confidential and/or personal information should only be communicated via e-mail when you are advised that you are using a secure email.

We do not guarantee or warrant that any part of the website, including files available for download, are free of viruses or other harmful code. It is your responsibility to take appropriate precautions, such as use of an anti-virus software package, to protect your computer hardware and software.

Limitation of warranties

To the extent allowed by law and except as otherwise specifically provided elsewhere on the website, all information presented is furnished "as is" without any express or implied warranties of merchant ability, fitness for a particular purpose, non-infringement of intellectual property rights, or freedom from errors, viruses, bugs or other harmful components. Neither the sponsor of the website nor any other person or entity is responsible for any damages arising out of the use of or inability to use this website or any of its content, even if the sponsor or other person or entity has been advised or should have been aware of the possibility of such damages.

Third party content, products and services (including links)

We may permit links from other websites and provide links to other websites simply as a convenience to visitors and when you click on these links you are leaving our website. The existence of a particular link does not indicate an endorsement by us of the linked site. Unless otherwise indicated, the linked sites are not under our control and we are not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. We make no representations about the accuracy or completeness of the information contained in any linked sites and assume no liability for the content or presentation of linked sites. The operators of those other websites may collect information about you through the use of cookies or other web technologies and we have no control over the privacy or security practices of those third parties. We recommend that you review the privacy, security and terms of use policies and notices of any linked website you may visit.

We are not responsible, and assume no liability, for content displayed on this website that may be provided by another party. We are not responsible for the accuracy or completeness of any such content. We reserve the right, in our sole discretion, to remove links to other websites at any time.

Permissible use of materials

You may download or print a copy of the information or materials contained on this website for lawful, personal, non-commercial use only, provided that the copy retains all copyright and other proprietary notices contained on the materials. Any other copying, republication or redistribution, reproduction, uploading, posting, or transmittal of the text or graphics of this website is expressly prohibited without our prior written permission. You can request permission by contacting us.

You may not include our corporate name or any of our trademarks or any variation of them, as a metatag, hidden textual element, or any other indicator that may create an impression of an affiliation, relationship, or endorsement between any other party and us or our subsidiaries or affiliates.

Site operation

We operate this website from offices within the United States of America. We do not represent that the information in this website is appropriate or available for use in other locations. Access from certain locations may be strictly prohibited. Those who access this site do so on their own initiative and are responsible for compliance with all applicable local laws.

Your use of the website means that you accept the terms and conditions contained in the website.

No offers

The information contained on the website does not constitute an offer or solicitation for the sale of any security, insurance product, or service in any jurisdiction where we are not licensed to conduct business. PenChecks' services and products are generally not available for purchase outside the United States of America.

No legal, investment, tax or other professional advice

The information provided is not written or intended as specific legal, investment, tax or other professional advice and may not be relied on for purposes of avoiding any State or Federal tax penalties. PenChecks, its employees and representatives are not authorized to give legal, investment, tax or other professional advice. Individuals are encouraged to seek advice from their own legal counsel, investment, tax or other professional advisor.

Policy / Contract / Certificate / Account

Through use of a Username and Password, you may be able to access your account ("account") information on the website. In doing so, you may be transmitting personal information. By using this website to gain access to your account information, you consent to the electronic transmission of that personal information.

You are solely responsible for the confidentiality and use of your Username and Password. You accept full responsibility for all transactions entered through your Username and Password. You agree to immediately notify us if your Username and Password is lost or stolen, if you become aware that they are being used in an unauthorized manner, if you receive any confirmation of a transaction that you did not enter, or if you receive confirmation or a report containing conflicting or inconsistent information regarding your account.

Failure to notify us immediately and in writing of one of the above conditions will release us and our employees, agents, affiliates and subsidiaries from any responsibility or liability to you or any other person or entity resulting from the processing or loss of any transaction.

We reserve the right to discontinue electronic access to your account at any time. We further reserve the right to modify the information contained on this website or modify the availability of any transactions at any time. We may immediately and without notice terminate your ability to access your account information if you violate the conditions of use stated herein or if you endanger the use of the services provided through the website.

Trademark and copyright notices

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Privacy Policy Statement & Legal Notice subject to change

This Privacy Policy Statement & Legal Notice may be changed from time to time. We will notify you of any changes by modifying the website. We recommend that you review this Privacy / Legal Notices Statement periodically for changes.

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