

Privacy Policy

As an online guest, customer, member, visitor, or user (collectively “you” or “your”) of [Insurance Applications Group, Inc. \(“IAG”\) www.iagbenefits.com](http://www.iagbenefits.com) collectively with its subdomains, derivative sites, and mobile applications, (“IAG Websites”), it is important that you review and understand the policies concerning use of IAG Websites contained in this “Privacy Policy” (the “**Privacy Policy**”).

These Terms are a binding agreement between you and IAG. By accessing or using IAG Websites, you are accepting and consenting to the terms set forth below. Likewise, you acknowledge that use of IAG Websites is at your own risk and discretion. If you do not agree to the terms and conditions of use, you may not access or otherwise use IAG Websites. As a condition of your use of IAG Websites, you warrant and represent to IAG that you will not use IAG Websites for any purpose that is unlawful, violates any third party’s rights, or is prohibited by these terms, conditions, and notices.

IAG reserves the right, in its sole discretion, to modify and update these Terms from time to time without prior notice. All changes are effective immediately when IAG posts them, and apply to all access to and use of IAG Websites thereafter. Your continued use of IAG Websites after any such modifications shall constitute your acceptance and agreement to be bound by any such changes. You agree that IAG may modify, suspend or discontinue, all or any portion of, its Websites, at any time and for any reason, with or without prior notice or liability. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

You understand that IAG cannot and does not guarantee or warrant that any files which may be available for downloading through IAG Websites will be free of computer viruses or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Websites for the reconstruction of any lost data.

General Information

- The information and content on IAG Websites is for your general educational information only. The content on this Website should not be considered medical, legal advice or any other advice.
- IAG provides permission to those who access IAG Websites, to view, print and use the information on IAG Websites for personal, noncommercial use only. You shall not use any illustrations, photographs, audio or video sequences, or graphics separately from the accompanying text nor shall you delete, alter or remove any trademark, copyright, or service mark from any copies of content downloaded from IAG Websites.
- Content on IAG Websites may not be copied, reproduced, transmitted, displayed, downloaded, uploaded, posted, distributed, altered, or otherwise used in whole or in part in any manner without IAG’s prior written consent.
- Nothing contained on IAG Websites shall be construed as granting any license or right in or to any of IAG’s intellectual property rights.

Confidential Information

IAG protects confidential information within IAG Websites and its company at all times. Access to the minimum amount of confidential information is provided only to those IAG employees, contractors or consultants who have a business-related need to know the information. IAG prohibits the unauthorized or unnecessary release or use of confidential information.

Disclaimers

IAG cannot guarantee the correctness, accuracy or reliability of any information contained on IAG Websites. Information may change at any time without notice. Please review this section of IAG Websites periodically for changes.

ALL CONTENT ON IAG WEBSITES IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS. IAG, ALL THIRD PARTIES, IF ANY, PROVIDING CONTENT FOR THIS WEBSITE, AND ALL THIRD PARTIES PROVIDING SUPPORT OR INFORMATION FOR THIS WEBSITE (COLLECTIVELY, “WEBSITE-RELATED-PARTIES”) HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE WEBSITE-RELATED-PARTIES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS WEBSITE. WITHOUT LIMITING THE FOREGOING, THE WEBSITE-RELATED-PARTIES SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION REGARDING PARTICULAR PLAN BENEFITS OR SCOPE OF COVERAGE IS ACCURATE OR COMPLETE. THE WEBSITE-RELATED-PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THIS WEBSITE IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE.

Limitation of Liability

You acknowledge and agree that your use of IAG Websites is at your own risk and that IAG will not be responsible for any losses, damages, or liability (whether direct or indirect, special, incidental, consequential or punitive) incurred by you as a result of your use of IAG Websites or the information you receive from or submit to IAG Websites.

Privacy Statement

IAG offers broad public access to and use of a wide range of information comprised of data, images, and text files to you. IAG recognizes how important the security and privacy of data is to you and is dedicated to safeguarding all personal information collected online from you.

Therefore, please carefully review the following privacy statement which explains what data we collect from you, how we use personal information you provide, and how we keep that information secure. “Personal information” refers to data that is unique to you such as name, birth date, address, email address, IP address and telephone number. If you encounter a screen or page that requests information you do not want to share with us, do **not** enter the information and do not proceed with that screen or page. If you do not agree with our policies and practices, your choice is not to use the IAG Websites.

Children’s Privacy:

IAG is concerned about protecting children’s Personal Information. IAG does not knowingly collect personally identifiable information from minors. If you are a minor, do not provide any Personal Information on IAG Websites or on or through any of its features, or provide any Personal Information about yourself to us, including your name, address, telephone number, or email address. If we learn we have collected or received Personal Information from a minor without verification of parental consent, best efforts will be made by IAG to delete that information. If you believe we might have any information from or about a minor, please contact us at the email address listed below.

Information Collected and Used:

For purposes of IAG Websites, we may collect and use your e-mail, phone number, or other personally identifiable information (SSN, DoB, Address) that you provide in order to enroll you in benefits required by the Carrier or to send you information about a product or service in which you have expressed interest.

You may also decide to use your e-mail or phone number to ask us questions and provide comments about IAG Websites or services. IAG welcomes and encourages this feedback. We do share these messages with individuals in the organization who can appropriately respond, and we may preserve the content of your message along with our response.

It is important to use good judgment when sending information to us via email or text. These messages may pass through private and public networks with varying levels of security. Some networks may have taken steps to secure these transmissions while others have not which could affect the privacy and integrity of the information you send.

In addition, to the information listed above, we also collect electronic data about you in order to provide a positive website experience, offer IAG products and services, and report on user activity. The tools we use are listed below. Please be aware that none of these tools provide IAG with the ability to read any data residing on your computer.

Like many other websites, IAG Websites uses technologies such as “cookies” and tags to improve the functionality of its Website and your experience. Cookies and tags are used on websites to gather information about how individuals use and navigate the website. Neither cookies nor tags can extract any Personal Information about you, nor can they read any data that resides on your personal computer or device. The data collected from these sources is used to recognize repeat users and track usage patterns. Specifically, we use “cookies,” which are small pieces of information sent by a web server and stored by a member’s web browser, that allow the

web server to maintain an active “session” with an individual user and track what users are accessing on IAG Website.

The following are examples of how we use the information collected from these cookies and tags:

- tracking resources and data accessed on the site;
- recording general site statistics and activity and/or;
- troubleshooting website problems.

You may refuse to accept browser cookies by activating the appropriate setting on your Web browser. Most areas of the IAG Websites will function without cookies, but you may be unable to access certain parts of the IAG Websites, or certain parts of IAG Websites may not function properly. Unless you have adjusted your browser settings so that it will refuse cookies, our system will issue cookies when you direct your Web browser to the IAG Websites. For an optimal experience, we recommend that you allow cookies.

Third-Party Use of Cookies and Other Tracking Technologies:

Some content or applications on IAG Websites are served by third-parties, content providers, and application providers. These third parties may use cookies alone or in conjunction with tags, web beacons, or other tracking technologies to collect information about you when you use the IAG Websites. The information they collect may be associated with your IP address, Personal Information, or they may collect information, including Personal Information, about your online activities over time and across different websites and other online services.

IAG Websites do not control these third parties’ cookies, web beacons or other tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content you discover, you should contact the responsible provider directly. You should consult the respective third parties’ privacy policy of these third-party ad servers for more detailed information on their practices as well as for instructions about how to opt-out of certain practices. The privacy policy for IAG Websites does not apply to, and we cannot control the activities of, such other advertisers or web sites.

If you wish to disable cookies, you may do so through your individual browser options. More detailed information about cookie management with specific web browsers can be found at the browsers’ respective websites.

Changes to Our Privacy Policy:

It is IAG’s policy to post any changes it makes to our privacy policy on this page with a notice that the privacy policy has been updated on IAG Website home pages. If we make material changes to how we treat your Personal Information, we will notify you by email to the primary email address specified in your IAG account and/or through a notice on IAG Website home pages. The date the privacy policy was last modified is identified at the top of the page. All changes are effective immediately when we post them and apply to all access to and use of IAG

Websites thereafter. You are responsible for periodically visiting IAG Websites and this privacy policy to check for any changes.

Governing Law

These Terms, and your use of any of IAG Websites are governed exclusively by the laws of the State of South Carolina. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts within Greenville County, South Carolina for the resolution of all disputes arising out of the use of IAG Websites. If any provisions of these Terms are determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the remaining provisions of these Terms shall remain enforceable.

Intellectual Property and Copyright Protections

All right, title and interest in the entire content, features and functionality (including, but not limited to, all information, software, text, displays, images, audio and video, the design, selection and arrangement thereof), and any and all other intellectual property (including trademarks, service marks and copyrights) on IAG Websites are solely and exclusively owned by IAG and/or its affiliates, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of IAG Websites in breach of these Terms, your right to use IAG Websites will cease immediately and you must, at IAG's option, return or destroy any copies of the material you have made. No right, title or interest in or to the IAG Website/s or any content on IAG Websites is transferred to you, and all rights not expressly granted are reserved by IAG.

Third Party Website Links

IAG Websites may contain links to third-party websites which are not under the control of IAG. These links are provided solely as a resource and convenience to you and should not be construed as an endorsement, sponsorship of, or affiliation by IAG of any third-party or third-party content, information, or services including any advertisements that may be posted. IAG makes no guarantees and disclaims any implied representations or warranties about the accuracy, relevance, completeness or appropriateness of any third-party website. Your access or use of such websites, including their content and information therein, is solely at your own risk. Your use of any third-party websites may subject you to separate binding agreements and privacy statements. Please be sure to review each third-party websites' terms of use and other conditions.

Opt-Out of Email Communication

IAG may send you emails if you have provided IAG your email address. Email recipients may opt-out at any time by contacting IAG at: marketing@iagbenefits.com

Service Contact

If you have any questions about IAG Websites, or have technical problems with the site, please contact us at: privacy@iagbenefits.com or call us at: (864) 527-0474 or by mail at 220 North Main Street, Suite 605, Greenville, SC 29601.

California Consumer Privacy Act

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS supplements the information contained in the Privacy Statement of IAG and all its affiliates (collectively, “we,” “us,” or “our”) and applies solely to visitors, users, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES

C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	NO
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO

Personal information does **not** include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from our clients or their brokers/agents. For example, from documents that our clients provide to us related to the services for which they engage us.
- Indirectly from our clients or their brokers/agents. For example, through information we collect from our clients in the course of providing services to them.
- Directly and indirectly from activity on our website (www.esceportal.com, www.fsceportal.com, www.esceenrollnow.com). For example, from submissions through our website portal or website usage details collected automatically.
- From third-parties that interact with us in connection with the services we perform. For example, our third-party administrator.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided. For example, if you provide us with personal information in order for us to enroll you in IAG's health benefit plans, we will use that information to make sure you are enrolled. If you wish to waive your benefits that option will be available to you.
- To provide you with information, products or services that you request from us.
- To provide you with email alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our website and present its contents to you.
- For testing, research, analysis and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our clients or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers.
- Category B: Customer Records including personal information categories.
- Category C: Protected classification characteristics under California or federal law.
- Category D: Commercial Information.

We disclose your personal information for a business purpose to the following categories of third parties:

- Our affiliates.
- Service providers.
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you.

In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive your consumer request and verify your identity, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and

- disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

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

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. 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.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a consumer request to us by either:

- Calling us at (864) 527-0474.
- Emailing us at privacy@iagbenefits.com.

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 personal 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 12-month period. In order to be verifiable, a consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will send out notification by email or through a notice on our website homepage.

Contact Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: (864) 527-0474

Website: www.iagbenefits.com

Email: privacy@iagbenefits.com

Postal Address: IAG Benefits, Inc.
Attn: Connie Trainum
220 North Main St.
Suite 605
Greenville, SC 29601

Effective Date of Policies

The effective date of the IAG Benefits Privacy Statement is December 18, 2019.