

## **Massmark, Inc. Privacy Policy**

*Effective Date: 8/28/2020*

Massmark, Inc., a Tennessee for-profit corporation, with an address of 85 White Bridge Road, Suite 301, Nashville, Tennessee 37205-1564, United States of America (U.S.A.), together with Our affiliates and subsidiaries (“Company,” “We,” “Us,” or “Our”) respects the privacy and security of You (“User” or “Your”) and Your use of or access to Company’s enrollment platform, including any and all content, functionality, and services offered on or through the enrollment platform (collectively, the “Platform”). Company is committed to protecting the privacy and security of the User and its data, information, and other personally identifying information through Our compliance with this policy (the “Privacy Policy”). Company and User may be referred to in the singular as a “Party” and collectively as the “Parties.”

This Privacy Policy, available at <https://www.123-insure.com/privacy/> informs the User of the types of information We may collect from You or that You may provide when You use, access, or visit the Platform, whether as a guest or an enrolling User. Moreover, This Privacy Policy details Our practices for collecting, using, maintaining, protecting, and disclosing Your data, information, and other personally identifying information.

Please read this Privacy Policy carefully, thoroughly, and completely to understand Our policies and practices regarding Your data, information, and other personally identifying information, and how We collect, use, maintain, protect, and disclose it. If You do not agree with the terms of the Privacy Policy, You may elect to not use, visit, or access Our Platform. By accessing, visiting, or using this Platform, You agree to the terms of this Privacy Policy in its entirety. Please note that the Company is not the entity responsible for the control of Your Personal Data (as later defined). Company merely acts as a custodian on behalf of the Data Controller (as later defined) who controls Your data and information, including Your Personal Data. Company is not liable or responsible for the Data Controller’s Processing (as later defined) of Your Personal Data or other privacy practices of the Data Controller. To understand the scope and extent of the Data Controller’s Processing standards, User should review the privacy policies, consumer privacy notices, and/or other related documentation made available by the Data Controller.

This policy may change from time to time (“Changes”). Your continued use of or access to this Platform after Company make Changes is deemed to be acceptance of those changes; therefore, please routinely monitor this Privacy Policy for any updates, revisions, modifications, or amendments. The User shall have access to any Changes by providing access to the new Privacy Policy, and Company will update the date at the top of this Privacy Policy (the “Effective Date”). If Our practices change regarding previously collected Personal Data (later defined herein) in a way that would be materially less restrictive than those policies in effect at the time We collected the information, Company will make reasonable efforts to provide notice and to obtain consent to any such uses as may be required by law.

### **I. Definitions**

A. Cookies. “Cookie” means a message, or segment of data, containing information about a user, sent by a web server to a browser and sent back to the server each time the browser requests a web page. This message, or segment of data, is stored on the User’s Device (as defined herein). There are various types of Cookies available on the Platform, which are listed as follows:

- i. “Strictly Necessary,” “Technical,” or “Essential” Cookies enable a User to operate on and within the Platform and to use or access its features, services, and contents.
  - ii. “Analytical” or “Performance” Cookies track information about a User’s access to, visit to, and use of the Platform, for the purpose of enhancing and improving the Platform’s performance and User experience.
  - iii. “Functionality” or “Preference” Cookies are used to store preferences set by Users, and variations in accessibility and visual features.
  - iv. “Security” Cookies enable a website to authenticate Users, and protect User’s Personal Data from unauthorized persons or entities.
  - v. “Targeting” or “Advertising” Cookies track and measure the details and habits of the Users, and group said details and habits with other Users who have similar interests, generally for the purpose of delivering and displaying interest-based advertising.
- B. Data Controller. “Data Controller” means the natural or legal person, alone or jointly with others, who determines the purposes and means of the processing of Personal Data (as defined herein). For the purpose of this Privacy Policy, Company does not act as the Data Controller of the Personal Data. For purposes of this Privacy Policy, third-party insurance carriers, payors, and other related entities act as the Data Controller of the User’s Personal Data.
- C. Data Processor. “Data Processor” means any natural or legal person, public authority, agency, or other body which processes Personal Data (as defined herein) on behalf of the Data Controller. For the purposes of this Privacy Policy, Company acts as the Data Processor of Your Personal Data.
- D. Data Subject. “Data Subject” means any identified or identifiable natural or legal person who is using or accessing the Platform. For the purpose of this Privacy Policy, the Data Subject is the User.
- E. Device. “Device” means any unit of physical hardware or equipment that provides one or more computing functions within a computer system including, but not limited to, desktop computers, laptop (or otherwise portable) computers, mobile/cellular phones, tablets, and other computers capable of using or accessing the Platform.
- F. Personal Data. “Personal Data” means any information relating to a User; a User is one who can be identified, directly or indirectly, in particular by reference to an identifier.
- G. Processing. “Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- H. Submission. “Submission” means any and all of User’s submissions on and through the Platform, including User application information, on behalf of the third-party insurers or payors.
- I. Usage Data. “Usage Data” means certain data that is generated by use of Our Platform, either by an individual User or from general use of the Platform.

- J. Web Beacon. “Web Beacon” means a transparent graphic image, which is placed on a website or in an email that is used to monitor the behavior of and collect unique information on the User visiting the Platform or sending the email. It is often used in combination with Cookies.
- K. Web Log. “Web Log” means a file automatically created and maintained by a web server, containing information on who or what visits, accesses, or uses a web-based platform, the point of origination for those visiting, accessing, or using a website, and the activities and behavior of those visiting, accessing, or using the website.

## II. **Children’s Privacy**

- A. Scope of the Platform. We do not intend to collect personal information from anyone under the age of eighteen (18), unless specifically verified and authorized by parental consent. No User under the age of eighteen (18) may provide any Personal Data to or on the Platform. If We learn (or are informed) We have collected or received Personal Data from anyone under eighteen (18) years of age, without verification of parental consent, We will delete the Personal Data. If You have knowledge or awareness, or alternatively suspect or believe, that Company might have any information from or about anyone under the age of eighteen (18), please reference the section titled “Comments, Concerns, and Complaints,” for the purpose of informing Company regarding Company’s collection or receipt of Personal Data from anyone under the age of eighteen (18).

## III. **Handling of Information & Data**

- A. Collection by Data Controllers. Company is the Data Processor of Your Personal Data. Company merely acts a custodian on behalf of the Data Controller who controls Your Personal Data. Company does not control the Data Controller’s process for applications, registrations, or quotations in connection with insurance and other related services. Company acts on behalf of the Data Controller, the Data Controller of which, in its sole and absolute discretion, specifies, details, outlines, and defines the Personal Data it requires in connection with its insurance or payor goods, products, or services. Generally, the Data Controller does not collect information and data about Users to this Platform, with the exception of the following:

- i. Personal Data, including, but not limited to, any configuration of the following:
  - a. name (first and last);
  - b. postal address;
  - c. e-mail address;
  - d. phone number;
  - e. social security number;
  - f. insurance coverage selections;
  - g. affinity group membership;

- h. spouse and dependent information;
- i. health information, such as:
  - 1. height, weight, and/or body-mass index (BMI);
  - 2. metabolic disorders or other pre-existing conditions; and
  - 3. other related medical history as may be requested by the Data Controller;
- j. employment information;
- k. payment information; and
- l. other information and data, as may be required by the Data Controller, in its sole and absolute discretion, without the approval of Company.

B. Collection by Company. Company does not directly collect Personal Data, but merely acts as the Data Processor of Your Personal Data. Company does collect, however, the following information and data:

- i. Cookies;
- ii. Usage Data;
- iii. User Contributions;
- iv. Web Logs, consisting of the following:
  - a. the Internet domain from which You access the Platform (e.g., aol.com, abc.org);
  - b. Your Internet Protocol (IP) address;
  - c. the types of web browser and operating system employed by User;
  - d. the date and time User accessed, used, or visited the Platform;
  - e. the webpages accessed, used, or visited on or through the Platform; and
  - f. the address of the website from which the User linked to the Platform.

C. Automatic Collection. As You navigate through and interact with Our Platform, We may use automatic data collection technologies to collect certain information about Your equipment, browsing actions, and patterns, including:

- i. details of Your visits to Our Platform, including traffic data, location data, logs, and other communication data and the resources that You access and use on the Platform; and
- ii. information about Your Device and internet connection, including Your IP address, operating system, and browser type.

- D. Retention. Because Company is a mere custodian of Your Personal Data, Company does not retain Your Personal Data. Company will retain Your information and data, excluding Your Personal Data, only for as long as is necessary for the purposes set out in this Privacy Policy. In addition, We will retain Your information and data, excluding Your Personal Data, to the extent necessary to comply with Our legal obligations, to resolve disputes, and to enforce Our legal agreements and policies.
- E. Use. We do not use Your Personal Data, except to facilitate collection on behalf of the Data Controller. We use information collected from Cookies, Web Beacons, Web Logs, and other means to:
- i. to present the Platform and its contents, resources, and services to You;
  - ii. to maintain the Platform;
  - iii. to deliver support to User in connection with the Platform;
  - iv. if applicable, to carry out Our obligations and enforce Our rights arising from any contracts entered into between You and Company;
  - v. to monitor, observe, or examine the use of or access to the Platform;
  - vi. to detect, prevent, and address technical, technological, or service errors and issues;
  - vii. to analyze information and data, including the Personal Data, for the purpose of improving or augmenting the Platform;
  - viii. to enable You to engage in, participate in, utilize, or activate the interactive features on the Platform; and
  - ix. in any other method or fashion as We may so specify upon Your provision of said information, including Your Personal Data.
- F. Transfer. Your information, including Personal Data, may be transferred to, and maintained on, Devices located outside of Your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of Your jurisdiction. Your consent to this Privacy Policy, followed by Your submission of such information, including Personal Data, represents Your agreement to that transfer. Company shall take reasonable measures to ensure that Your data is treated securely and in accordance with this Privacy Policy, and that no transfer of Your Personal Data to a third-party organization or a country shall occur, unless there are adequate controls in place regarding the privacy of Your information, including Personal Data. If You are located outside of the United States, please be advised that any information, including Personal Data, You provide to us will be transferred to and within the United States. By using, accessing, or visiting Our Platform, You consent to this transfer.
- G. Disclosure. Generally, We do not disclose Your information and data, including Personal Data, to third-party persons and entities. In addition, We do not sell or rent personal information about Users. Company may disclose aggregated information and data of Our Users, only insofar as the information does not identify any User. We may disclose your information and data, including Your Personal Data:
- i. to Our subsidiaries, affiliates, successors, and assignees;

- ii. to Data Controllers, for the purpose of processing applications, registrations, or quotations in connection with insurance and other related services;
  - iii. to contractors, service providers, and other third parties We engage to support Our business model and Platform, and who are bound by contractual obligations to keep Your information, including Personal Data, confidential and proprietary, and to use Your information, including Personal Data, only for the purposes and grounds upon which We disclose;
  - iv. to a buyer or any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which information and data, including Personal Data, held by Company about Our Users is among the assets transferred;
  - v. to fulfill the purpose for which You provide such information;
  - vi. to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
  - vii. to enforce or apply Our terms of use ("Terms of Use"), available at <https://www.123-insure.com/terms/> and other agreements;
  - viii. where, in Company's sole and absolute discretion, such disclosure is necessary or appropriate to protect the rights, property, or safety of Company, Users, any third parties with which We contract or engage, or others, including the exchange of information with other entities for the purposes of fraud protection and credit-risk reduction;
  - ix. to protect and maintain the security, operability, viability, functionality, and reliability of this Platform;
  - x. to prevent or investigate potential, threatened, potential, or actual wrongdoing in connection with the Platform; and
  - xi. for all other grounds, contingent upon Your consent.
- H. **Facilitation.** We may employ third-party entities, individuals, contractors, and/or subcontractors ("Service Providers") to facilitate the Platform, provide the Platform on Our behalf, perform Platform-related services, or assist Company in analyzing how Our Platform and its content, resources, and services are used or accessed. These Service Providers may only use, access, or disclose Your information and data for the sole purpose of performing facilitative services; however, these Service Providers may not use, access, or disclose Your Personal Data. Company utilizes the following Service Providers:
- i. Google Analytics, for the purpose of measuring data and information related to site traffic, behavior, and conversion, and whose privacy policy is available at <https://policies.google.com/privacy>.

The Data Controller, in its sole and absolute discretion, may use, access, or disclose Your information and data, including Personal Data, for purpose of delivering, effectuating, and administering its services and offerings. Company maintains no control, authority, or discretion over the Data Controller's utilization of Service Providers. User is encouraged to review any privacy policies, consumer privacy notices, and/or other related documentation to ascertain the extent and scope of the Data Controller's use of its own third-party Service Providers.

#### IV. **Access, Correction, and Deletion**

- A. **Requests.** Company, as the Data Processor, is the mere custodian of Your Personal Data. Requests to access, correct, or delete Your Personal Data, should be submitted directly to the Data Controller through reference to the Data Controller's privacy policy, consumer privacy notice, and/or other related documentation. Please note that We do not consider the following information to be Personal Data: Cookies, Web Beacons, and Web Logs. Also, Company may not be able to delete, correct, or revise Your information and data, including Your Personal Data, where Company is legally required to retain and maintain such information and data.

#### V. **Information Security**

- A. **Protective Measures.** We have implemented physical, administrative, and technical measures designed to secure and protect Your information and data, including Personal Data, from accidental loss and from unauthorized access, use, alteration, and disclosure.
- i. **Secured Protocols.** We have security measures in place to protect from accidental loss and from unauthorized access, use, alteration, and disclosure of the information and data, including Your Personal Data, under Our control. These hardened security systems include firewalls, authenticated access to internal databases, industry-standard secure sockets layer (SSL) encryption, and audits of regular procedures.
- ii. **Certificate Authority.** We utilize a registered secure certificate authority for secure e-commerce transactions, identity verification, and authentication to and among the global web community.
- B. **User Responsibility.** The safety and security of Your information, including Your Personal Data, also depends on You. You are responsible for maintaining confidentiality as to those credentials necessary to access the Platform. We ask that You not share Your credentials with any third-party person or entity.
- C. **Internet Transmission.** Unfortunately, the transmission of information via the Internet is not completely secure. Although We exercise best efforts to protect Your personal information, We cannot guarantee the security of Your personal information transmitted to or through the Platform. Any transmission of personal information is at Your own risk. Please exercise caution in submitting Your personal information, including Your Personal Data, especially if You are accessing the Platform using a Wi-Fi hotspot or public network. If You have reason to believe that Your use of or access to the Platform is no longer secure or protected, please immediately notify Company of the issue in accordance with the section titled "Comments, Concerns, and Complaints."
- D. **Limitation of Liability.** COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING, OR OTHERWISE OFFERING ANY DEFINITIVE REPRESENTATION OR

WARRANTY OF SECURITY IN CONNECTION WITH YOUR INFORMATION AND DATA, INCLUDING YOUR PERSONAL DATA, OR USAGE INFORMATION, AND FURTHER DISCLAIMS ANY LIABILITY THAT MAY ARISE SHOULD ANY OTHER INDIVIDUALS OR THIRD-PARTY ENTITIES OBTAIN THE INFORMATION YOU SUBMIT TO THE PLATFORM.

## VI. **Third Parties and Third-Party Sites and Resources**

- A. Third-Party Sites. Our Platform and its contents, resources, and services may contain links to third-party sites and resources that are not operated, directly or indirectly, by Company (“Third-Party Sites and Resources”). If You click or select a third-party link, You will be directed to the third party’s site. User acknowledges and agrees that Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any Third-Party Sites and Resources.
- B. Other Privacy Policies. To the extent that You submit, present, or offer any personal information, including Your Personal Data, to any third party, such third party’s collection, use, and disclosure of such information is governed by its privacy policy, not Our Privacy Policy.
- C. Limitation of Liability. WE ARE NOT RESPONSIBLE FOR THE INFORMATION COLLECTION, USAGE, DISCLOSURE, OR OTHER PRIVACY PRACTICES OF ANY THIRD PARTIES, INCLUDING OUR THIRD-PARTY SERVICE PROVIDERS, ANY THIRD-PARTY SOCIAL MEDIA PLATFORM (E.G., FACEBOOK, INC.), ANY THIRD PARTY MAKING AVAILABLE THE DEVICES OR OPERATING SYSTEMS FOR WHICH CERTAIN WEBSITE RESOURCES, CONTENT, OR SERVICES ARE AVAILABLE (E.G., GOOGLE, INC.), AND ANY THIRD PARTY OPERATING ANY SITE TO WHICH THE PLATFORM CONTAIN A LINK. THE INCLUSION OF A LINK ON THE PLATFORM DOES NOT IMPLY, DIRECTLY OR INDIRECTLY, ANY ENDORSEMENT OF THE LINKED SITE BY COMPANY OR BY OUR AFFILIATES, SUCCESSORS, AND ASSIGNEES.

## VII. **General Provisions**

- A. Terms of Use. Conditioned upon the use of and access to the Platform and its contents, services, and resources, Company mandates User accept and agree to be bound by Company’s policy on its terms and conditions of use (“Terms of Use”), which is incorporated herein by reference at <https://www.123-insure.com/terms/>.
- B. Do-Not-Track Technology. The Platform will continue to operate as described in this Privacy Policy, whether or not a “Do Not Track” signal or similar mechanism is received from Your web browser. We do not support Do Not Track (“DNT”) technology. You can enable or disable DNT by adjusting, altering, or changing the settings on the web browsers of Your preference.
- C. Comments, Concerns, and Complaints. All feedback, comments, request for technical support, and other communications relating to the Platform, and the Platform should be directed to the applicable agents and representatives in the manner and the means laid forth as follows:
  - i. **Chris Allen – [callen@massmarkinc.com](mailto:callen@massmarkinc.com)**