

PRIVACY POLICY

We respect your privacy, and we believe that you have a right to know what information we collect from you. So we've created this Privacy Policy ("Policy" or "Privacy Policy") to let you know what to expect when you interact with us and how we gather, use and protect your information.

This Privacy Policy describes our practices in connection with information we collect through online and mobile websites, platforms, services, and applications that we own or operate and that contain a link to this Privacy Policy (collectively, "Services").

As used in this Policy, the terms such as "we", "us", "our", "NationsBenefits", and "Company" refer to current and future affiliated entities or subsidiaries of NationsBenefits, LLC. Our Services are intended for a United States audience. Your use of our Services and any dispute over privacy, is subject to this Policy and our nationsbenefits.com/terms, including its applicable limitations on damages and the resolution of disputes. Our use of any individually identifiable health information you provide is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to this Privacy Policy, our nationsbenefits.com/hipaa will apply to such information.

BY ACCESSING OR USING OUR SERVICES, YOU CONSENT AND AGREE TO THIS POLICY. IF YOU DO NOT AGREE WITH THIS POLICY, YOU MUST NOT USE OUR SERVICES.

1. WHEN THIS POLICY APPLIES

This Policy applies to Services that we own or operate that contain a link to this Privacy Policy. It does not apply to information collected by third parties, services offered by other companies or individuals, or information practices of other companies and organizations that advertise our services. This Policy does not apply to information collected through other means such as by telephone, via Services that do not link to this Policy, although that information may be protected by other privacy policies. The inclusion of a link on our Services or the ability to utilize a third-party website or software application through our Services does not imply that we endorse, or otherwise monitor the privacy or security practices of that third-party website or software application or the accuracy of its content, and your use of the third-party website or software application is governed by the third-party's privacy policy.

2. WHAT INFORMATION WE COLLECT

This Policy tells you, among other things, what information we gather from you through our Services, how we may use or disclose that information, and our efforts to protect it. We may collect and store two types of information through the Services: (i) information you provide directly to us, and (ii) information that is automatically provided to us or collected through your use of our Services (collectively, "Information").

Such Information may include information that identifies you such as your full name, telephone number, email address, postal address, certain account numbers, your login ID that you create or is assigned to you, health and medical information, including Protected Health Information, financial information and other information described in this Privacy Policy.

We may collect and store your Information when you provide it to us. Some examples of Information we collect and when we collect it include:

- When you register for accounts on our Services or create a login
- When you supply your member card number
- When you indicate that you are interested in receiving information about our products or services, such as e-mail alerts, newsletters, and other notifications
- Transaction information about how you interact with us such as purchase history, when you make returns or exchanges, request an e-receipt, or have your order delivered to your home
- How you use our Services, search terms, pages you visit on our mobile applications, computer and mobile device information and push notification services you request
- When you request that merchandise be sent to you or others, we store billing and shipping information as a convenience to you for future purchases, and we will store information about your orders for order tracking and status retrieval purposes
- When you purchase an item from us, we will collect your financial information, such as your credit or debit card information, to process the payment
- General location information from your browser or device, which we use for internal purposes only

You may limit the Information you provide or make available to us if you want to; however, that may limit your ability to access or use certain functions of the Services or to request certain services or information. If you submit any personal information relating to other people in connection with the Services, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

Information we collect directly from you

When you use our Services, certain areas or features may require you to provide certain Information directly to us. For example, you may voluntarily submit Information such as a telephone number or email address to us in order to request information about our services, we may collect this information in order to better address your needs. We may use the Information to communicate with you in various forms in response to the submissions. By voluntarily submitting your Information, you authorize us to contact you. We may also make certain information available to you on the Services that we collect from other sources. For example, we may pre-populate certain demographic information in an online form or make health or medical information viewable on the Services that you have provided to us or maintained in other information systems.

Information we collect automatically

We also may obtain Information that is automatically collected through the Services. The automatically collected Information may include demographic, de-identified, aggregated, or certain information from your device such as technical information about your device, links you click, your IP address, the length of time you visit our Services, the referring URL, your domain name, your browser type and operating systems, web-browser information, and server log files collected by us or provided by you. Please see the section “Cookies and Other Tracking Mechanisms” below for more information.

Mobile Applications

In addition to the Information identified above, our mobile applications may also collect the following Information:

Information that Identifies You

- Health, medical, or financial information;
- Information created by NationsBenefits on behalf of itself, its affiliates and subsidiaries;
- Location data such as GPS, Wi-Fi, or carrier network location (see below for more details); and
- User files stored on your device, e.g., calendar, photos, and video.

What You Do on Your Device While Using the Application

- Camera use;
- Local storage;
- Phone dialer;
- Use of screen, e.g., what points are touched, frequency, etc.; and
- Patterns of app usage.

Device or System Data

- Mobile Device Identifier, e.g., UDID, Android ID; and
- Technical information about your device and system and application software, e.g., type of phone, Operating System (OS), and IP address.

We may obtain location data from your device to provide location-related services (e.g., driving directions or distance calculation, via the mobile application). You may withdraw consent to use precise, real-time, or network location data at any time by turning off the location-based feature on your mobile device or by not using any location-based features. If you withdraw your consent, functionality associated with precise, real-time, or network location (e.g., navigation) will no longer work.

3. HOW WE USE YOUR INFORMATION

We use your Information, to communicate with you, to respond to your requests, such as to fulfill your order, contact you with information about your order, send you information and marketing communications and to provide you with related customer service. Manage services, including order management, billing, improving reorder experiences, communicate with you about your account, and offer other products and services that may be of interest to you. To authenticate you on any portion of our Services and with vendors or service providers acting on our behalf.

We may use your Information to personalize your experience shopping and interacting with us, including by presenting products and offers tailored to you, and for our business purposes, such as data analysis, audits, fraud monitoring and prevention, developing our Services and new products and services, determining the effectiveness of our promotional campaigns, as permitted by law, and operating and expanding our business activities.

We may disclose Information to our service providers, who provide services such as website hosting, data analysis, payment processing, order fulfilment, information technology and related infrastructure provision, customer service, email delivery, auditing, and other services.

If we are requested by law enforcement officials or judicial authorities to provide Information, we may do so. In matters involving claims of personal or public safety or in litigation where the information is pertinent (including to allow us to pursue available remedies or limit the damages that we may sustain), we may use or disclose Information, including without court process. We may also use or disclose Information to enforce our terms and conditions, to protect our operations or those of any of our affiliates, or to protect our rights, privacy, safety or property and/or that of our affiliates, you, or others.

We may use and disclose Information to investigate security breaches or otherwise cooperate with authorities pursuant to a legal matter.

We may use Information to contact you through any contact information you provide through our Services, including any email address, mailing address, telephone number, cell phone number, or fax number. We may communicate, electronically or via telephone with you about your benefit plan, programs, products, or services that are or may be available to you in connection with your transactions with us including, but not limited to, Services updates, general wellness reminders or information, benefit information, general health information, newsletters, and surveys. These electronic communications may contain Protected Health Information. You acknowledge and accept that such communications may be sent unencrypted and there is some risk of disclosure or interception of the contents of these communications.

We may use and disclose information that does not personally identify you for any purpose, except to the extent limited by applicable law. If we are required to treat such information as personal information under applicable law, then we may use it for all the purposes for which we use and disclose personal information. We may, when permitted, combine your Information with other information, whether online or offline, maintained or available to us from you or from other sources, such as from our vendors, and we may use and disclose combined data for the

purpose described in this Section or for internal business purposes. We may, when permitted, use and disclose de-identified and aggregated data for any purpose, which may include, without limitation, disclosures to third parties for analytics purposes such as evaluating the Services and providing additional benefits, programs, and services.

4. HOW WE SHARE YOUR INFORMATION

We may only share your Information with third parties pursuant to this Policy and as otherwise permitted by law or as permitted with your consent.

We may also share Information within the Company, including among affiliates, or with our parent company, or subsidiaries.

We may share Information if all or part of the Company is sold, merged, dissolved, acquired, or disbanded to any extent in a similar transaction, or in connection with steps that may need to be taken in anticipation of such events.

We may share Information in response to a court order, subpoena, search warrant, or to comply with law or regulation. We may cooperate with law enforcement authorities in investigating and prosecuting activities that are illegal, violate our rules, or may be harmful to other visitors.

We may also share Information with other third-party companies with which we have a business relationship or hire to perform services on our behalf. For example, we may hire a third-party company to help us send and manage email, and we might provide that third-party company with your email address and certain other Information for them to send you an email message on our behalf. Similarly, we may hire third-party companies to host or operate some of our Services and related computers and software applications.

By using our Services, you are directing us to share your personal information and individually identifiable information, including information we obtain from our retail partners about your purchasing activity, with the Company or organization responsible for funding the program through which you may receive access to certain services.

5. RETENTION OF DATA

We will retain your personally identifiable information (PII) and any activity Information for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your PII to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

6. HOW TO MANAGE YOUR INFORMATION

Our Services may permit you to view your profile, if applicable, and access related Information about you and to request changes to such Information, for example change your shipping address. Please remember, however, if we have already disclosed some of this Information to third parties, we may not have access to that disclosed information and may not be able to force the modification of any Information by the third parties to whom we have made those disclosures.

Communication Preference Management

Our Services may permit you to select how you would like to receive certain communications. You can view and update your communication preferences under your preferences in account settings in your online or mobile app account.

We may offer mobile applications that enable us to communicate with you through push notifications. Where mobile applications are offered, you may be able to manage push notifications in your mobile phone or tablet settings. You may also be able to control preview settings in your email applications.

How You May Opt-Out

We are committed to your privacy rights and your privacy considerations. You have a right not to provide us with your Information, by not submitting your Information to us. At any time, you may withdraw your consent that you previously gave us and must communicate this to us in writing. Upon receipt of this communication, we will no longer contact you by phone or email. However, we may still contact you for certain types of communications, such as account status, Service updates, administrative and/or transactional purposes. If you need additional assistance in opting-out of a communication, please contact us for assistance.

Informational Calls and Texts

When you provide us a telephone number, whether landline or mobile, we may contact you, using automated, pre-recorded, or non-automated means, to provide you information about existing benefits, programs, products, services, or tools.

Personal Information collected through our texting programs will not be shared, sold, or disclosed to third parties for their own marketing purposes.

We reserve the right to modify this section at any time. The modified section will be effective immediately upon posting. Your continued receipt of Informational Electronic Communications and Informational Calls and Texts will constitute your acceptance of the modified section.

Cookies And Other Tracking Mechanisms

We may use various technologies, including cookies, tokens, tags, web logs, web beacons, scripts, and web server logs to gather automatically collected information and may aggregate this information from visitors of our Services or to enable certain features of our Services. This information may include demographic data, technical information about the technology (e.g., phone, computer) you use to connect to the Services, web browser information, your IP address,

and browsing behavior such as pages visited and how often they are visited (collectively, “Activity Information”). We may also use third-party analytics companies to provide these services. We may combine this Information with other personal information we collect from you (and our third-party service providers may do so on our behalf).

We may also allow third-parties to use cookies and other technologies to collect Activity Information and to track browsing activity over time and across third-party websites such as web browsers used to read our Services, which websites are referring traffic or linking to our Services, and to deliver targeted advertisements to you. We do not control these third-party technologies, and their use of such technologies is governed by their own privacy policies. For more information about third-party advertising networks and similar entities that use these technologies, see youradchoices.com/control, and to opt-out of such ad networks' and services' advertising practices, go to optout.aboutads.info and optout.networkadvertising.org. Once you click the links, you may choose to opt out of such advertising from all participating advertising companies or only from advertising provided by specific advertising companies. Please note that, to the extent advertising technology is integrated into the Services, you may still receive advertisements even if you opt out of tailored advertising. In that case, the ads will just not be tailored. Also, we do not control any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms.

Cookies

Activity Information is captured using various technologies and may include cookies.

Cookies are alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Services, while others are used to enable a faster log-in process or to allow us to track your activities at our Services. There are two types of cookies: session and persistent cookies.

- **Session Cookies.** Session cookies exist only during an online session. They disappear from your computer when you close your browser or turn off your computer. We use session cookies to allow our systems to uniquely identify you during a session or while you are logged into our Services. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our Services.
- **Persistent Cookies.** Persistent cookies remain on your computer after you have closed your browser or turned off your computer. We use persistent cookies to track aggregate and statistical information about user activity.

Disabling Cookies

Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Services who disable cookies will be able to browse certain areas of our Services, but some features may not function.

Clear GIFs, pixel tags and other technologies

Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Services to, among other things, track the activities of Services visitors, help us manage content, and compile statistics about our Services usage.

Third Party Analytics

We use automated devices and applications, such as Google Analytics, to evaluate traffic to our Services. Google Analytics is a web analysis service provided by Google that utilizes cookies to monitor and provide us with aggregate data about website traffic. We use these tools to help us improve our Services, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services. We do not share your personal information with these third parties.

We gather Activity Information about you to improve the quality of our services, such as the best method and time to contact you. Without limiting the other ways in which we may use Information as described herein, we may otherwise use and disclose your Activity Information unless restricted by this Policy or by law. Some examples of the ways we use your Activity Information include:

- Customizing your experiences, including managing and recording your preferences;
- Authenticating your account information;
- Marketing, product development, and research purposes;
- Tracking resources and data accessed on our Services;
- Developing reports regarding Service usage, activity, and statistics;
- Assisting users experiencing problems with our services;
- Updating and servicing our Services;
- Enabling certain functions and tools on the Services; and
- Tracking paths of visitors to the Services and within the Services.

As described above, we may use tracking technologies that allow us to recognize your device when you return to our Services within a period of time, as determined by us, and to support automatic login to our Services. To maintain your privacy, you should affirmatively log out of your account prior to your session ending (whether you end your session or we end your session, for example if our Services has "timed out" - i.e., we have ended your session automatically after a period of inactivity as determined by us in our sole discretion). Unless you affirmatively log out of your account, depending on the application or service you may be automatically logged back in the next time you or any user of your devices visits the Services.

7. PROTECTING YOUR INFORMATION AND SECURITY

We seek to use reasonable physical, technical, and administrative safeguards to protect the Information that you provide on our Services. These safeguards vary based on the sensitivity of the Information that is being collected, used, and stored. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure and we cannot guarantee the security of our Services, nor can we guarantee the security of the Information you transmit to us over the Internet, including your use of email. We are not liable for the illegal acts of third parties such as criminal hackers.

If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account with us has been compromised), please immediately contact us.

You are responsible for maintaining the confidentiality of your Services access information and password, and any member Card Number and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your member card number, user ID, and/or password.

8. YOUR RESPONSIBILITY

By establishing an account or by submitting your member information, you agree that it is your responsibility to:

- Authorize, monitor, and control access to and use of your account, member card or ID information User ID and password.
- Promptly inform us of any need to deactivate a password or an account.

It is your responsibility to safeguard the devices you use to access our Services (such as laptops, tablets and mobile devices), and to use appropriate security settings on those devices. If those devices are lost, stolen or misplaced, others may be able to access your account and your personal Information using those devices. You should affirmatively log out of your account (i) prior to ending your session, or (ii) if you will be inactive on the Services for more than a few minutes; otherwise, the next user of that computer or device, particularly a public one or one not owned by you, may be able to access your account and the Information in your account if your session has not ended.

You agree that we are not responsible for any harm that may result from someone accessing your account or personal Information on any computer or device where you do not, for any reason, take the necessary steps to log out of your account prior to ending a session on such device or computer.

9. LEGAL DISCLAIMER

Though we make every effort to preserve user privacy, we may disclose Information when required by law or under the good-faith belief that such action is necessary under applicable law. We may disclose Information in order to establish or exercise our legal rights or defend against

legal claims. We also share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, to protect our property or interests or that of our agents and employees, and to protect personal safety or the public.

10. INFORMATION FROM OTHER SOURCES

We may collect data about you from publicly available sources to personalize your experience. We may also obtain data provided by third parties. For example, we may obtain information from companies to improve the accuracy of the information we have about you (e.g., adding your zip code to your address information)

11. WHO MAY USE THE SERVICES

Our Services are neither intended for nor designed to attract minors. If you are under the age of 18 or otherwise deemed a minor, do not use our Services. We will not intentionally collect any personal information (as that term is defined in the Children's Online Privacy Protection Act) from children under the age of 13 through our Services without receiving parental consent. If you think that we have collected such personal information from a child under the age of 13 through our Services, please contact us immediately.

Our Services are designed for users from, and are controlled and operated by us from, the United States. By using the Services, you consent to the transfer of your information to the United States or storage of your information in the United States, which may have different data protection rules than those of your country.

12. ADDITIONAL RIGHTS FOR CALIFORNIA RESIDENTS

California law permits our customers who are California residents to request certain information regarding the disclosure of certain personal information to third parties for their direct marketing purposes.

If we have disclosed any personal information to third parties for direct marketing purposes, we will provide a list of the categories of personal information, along with the names and addresses of these third parties to you at your request. To make such a request, write us at the postal or email address found in the Contact Us section of this Policy.

This request may be made no more than once per calendar year. We reserve our right not to respond to requests submitted other than to the specified email or postal address. You should put "California Privacy Rights-Direct Marketing" in the email subject line and in the body of your request. You must provide us with specific information regarding yourself so that we can accurately respond to the request.

Every California Resident is entitled to the following:

- **Access:** The right to request access to their personally identifiable information, which includes the right to obtain confirmation from us as to whether personally identifiable information concerning them is being processed, and where that is the case, access to the personally identifiable information and information related to how it is processed;
- **Rectify or Erase:** The right to rectification or erasure of their personally identifiable information, which includes the right to have incomplete personally identifiable information completed;
- **Restrict:** The right to restrict obtain a restriction of processing concerning their personally identifiable information, which includes restricting us from continuing to process their personally identifiable information under certain circumstances (e.g., where they contest the accuracy of their personally identifiable information, for a period enabling us to verify the accuracy of the personally identifiable information);
- **Object:** The right to object to the processing of their personally identifiable information under certain circumstances, including objecting to processing their personally identifiable information for direct marketing purposes, or objecting to processing their personally identifiable information when it is done based upon legitimate interests;
- **Data Portability:** The right to data portability, which includes certain rights to have their personally identifiable information transmitted from us to another controller; and
- **Consent:** Where data processing is based on their consent, the right to withdraw consent at any time.

For more information regarding your rights under the California Consumer Protection Act, please visit oag.ca.gov/privacy/ccpa.

California Minors Under 18

If you are a California resident under the age of 18 and are a registered user of our Services, you may request that we remove from our Services any content you post to our Services that can be accessed by any other user (whether registered or not). Please note that any content that is removed from visibility on our Services may still remain on our servers and in our systems. To request removal of content under this provision, please write or email us at the postal or email address found in the Contact Us section of this Policy. When you write to us, please provide us with a description of the content and the location of the content on our Services, along with any other information that we may require to consider your request. Please note that removal of content under this provision does not ensure complete or comprehensive removal of the content or information posted on the Services by you.

13. SOCIAL MEDIA DISCLAIMER

We may use social media platforms to communicate news and information to the market including through: Facebook®, LinkedIn® and other social media sites (“Social Media Site”). Before you post on our pages or accounts, please make sure you read our social media disclaimer:

We are under no obligation to screen or monitor your posts or any other user content; however, we reserve the right to monitor participation to ensure that you stay on topic, are courteous and

avoid making offensive comments. Your posts and user content must adhere to the following requirements and cannot:

- Contain any third-party material including logos, drawings, tattoos, photographs, pictures, sculptures, paintings and other images or works of art, phrases, trademarks, trade secrets, or other items without explicit, prior, written permission to use such materials;
- Contain sexually explicit, graphic, gratuitous or unnecessarily violent content or defamatory or derogatory content against any ethnic, racial, gender, religious, sexual orientation, professional or age group, or contain any pornographic or nude material;
- Contain any private information about yourself or any other individual, including without limitation, information related to the health of the individual, financial information about the individual, or any identification or account numbers related to the individual, with or without their permission or consent;
- Contain any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, or telecommunications equipment; and
- Contain any advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or promote illegal activity and/or illegal contests, sweepstakes, gambling, including any online casino, sports books, bingo, poker, or any other form of solicitation.

We reserve the right to edit comments for content, remove off-topic contributions, delete offensive comments or remarks, block offensive contributors, and delete actual or suspected spam content from any Social Media Site. Please be aware that once you post something online, there is the potential for numerous individuals to read your words, even years from now. Therefore, we suggest that you exercise caution when posting on any Social Media Sites and that you not disclose Information like your location, medical record number, personal medical information, financial information, etc. We are not responsible for the content of any comments or responses posted by others to any Service or Social Media Site we manage or monitor. We do not control the placement of any marketing or advertising displayed on our pages by social media or third-party organizations.

Please remember that content posted on any of our social media profiles or platforms is for general informational purposes only and should not be considered medical advice and should not replace a consultation with your health care or financial professional. Always consult an appropriate health care or financial professional for your specific needs. If you are experiencing a medical emergency, call 9-1-1 or your local emergency number. Some treatments, benefits, or services mentioned on social media formats may not be covered by your health plan. Please refer to your benefit plan documents for information about coverage.

We reserve the right to respond to any post or user content and may occasionally privately request your contact information to assist you offline, with your consent, by routing the matter

to the appropriate persons or department for further handling including referring you to contact your health plan directly.

All trademarks are the property of their respective owners.

14. CONTACT US

Contact us regarding this Policy or related privacy practices. If you believe we have misused your Information, please contact us immediately.

NationsBenefits Privacy and Compliance Office
1700 N. University Drive
Plantation FL, 33322
compliance@nationsbenefits.com

15. CHANGES TO THIS POLICY

We may change this Policy at any time. If we do so, such change will appear on this page. We may also provide notice and choices to you, on the Services and in other appropriate locations, based on the scope and extent of changes. We will only provide advance notice of a major change prior to your access to any portion of our Services for which as required by law. You may always visit this Policy to learn of any updates. Your continued access to or use of our Services constitutes your consent to these changes to this Policy.

EFFECTIVE DATE: 10-08-2023