

Independent Insurance Agents & Brokers of America, Inc.
Privacy Policy

Effective as of January 1, 2021

The Independent Insurance Agents & Brokers of America, Inc. and its subsidiaries and affiliates (including Big “I” Advantage, Inc.; IAA Agency Administrative Services, Inc.; IAA Membership Services, Inc.; Big I Risk Purchasing Group, LLC; Big I Retirement Services, LLC; Trusted Choice[®], Inc.; the IAA Educational Foundation; and any other or future subsidiaries and affiliates) (collectively “IIABA”) respect the privacy rights of individuals who visit, use and interact with (“Users”) this site/portal and/or any other site/portal made available by or through IIABA (individually and collectively “Site”). IIABA treats Personal Data with care, so it has implemented the Privacy Policy (“Policy”) below. This Policy describes the types of information that IIABA gathers from Users when Users access this Site, as well as choices regarding use and disclosure of Personal Data. As used in this Policy, the term “Personal Data” means information that identifies you directly or indirectly, by reference to identifier(s) including but not limited to your name, identification number, location data, online identifier or one or more factors specific to your physical, physiological, genetic, mental, economic, cultural, educational, commercial, professional or social identity.

By accessing this Site, you agree to be bound by this Policy. If you do not agree to the terms of this Policy, please do not use this Site. Each time you use this Site, the current version of the Policy will apply. Accordingly, whenever you use this Site, you should check the date of this Policy (which appears at the top) and review any changes since the last version. This Policy is applicable to all Users of this Site.

Further, you acknowledge that this Policy is part of IIABA’s Terms of Use and Content Agreement, which are incorporated by reference, and by accessing or using this Site, you agree to be bound by the Terms of Use and Content Agreement. If you do not agree to the Terms of Use and Content Agreement, then you shall not access or use this Site.

If you have any questions about IIABA’s privacy practices, please refer to the end of this Policy for information on how to contact IIABA.

Personal Data Collection Practices

1. Types of Personal Data Collected and Purposes for Processing:

When you use this Site, IIABA collects information (i) that you knowingly and voluntarily provide when you use this Site (such as through forms) including registration/account setup information, (ii) that IIABA is able to collect based on your use (such as analytics details), and (iii) that IIABA is able to collect using cookies. You can choose not to provide IIABA with certain Personal Data, but then you may not be able to take advantage of this Site or other available features IIABA offers. Personal Data may be collected from Users during their visits to this Site in order to allow IIABA to provide better service.

IIABA will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party, (3) IIABA is required by law, (4) to

enforce or apply the Terms of Use and other agreements (5) processing is required to protect your vital interests or those of another person, (6) processing is necessary for the purposes of IIABA's legitimate commercial interests, except where such interests are overridden by your rights and interests, or (7) to prevent a crime or protect national security (including exchanging information with other companies and organizations for fraud protection and credit risk reduction). IIABA may disclose your Personal Data as otherwise set forth in this Policy, as permitted by law, or with your consent. IIABA may disclose your Personal Data in connection with a merger by IIABA with another entity.

2. Uses of Personal Data:

IIABA may use Personal Data collected about you on its own or combine it with other information IIABA has about you in the following ways:

(a) **Aggregate Information:** IIABA collects information about Users to measure traffic on the Site. IIABA may use non-Personal Data and Personal Data for various business purposes. This information is collected automatically on an aggregate basis ("Aggregate Information") through the use of a "cookie" or small text file placed on the User's hard drive by the User's Internet browser. The cookie allows IIABA to track the number of hits or visits to various pages on the Site. The cookie is used only during a single connection to the Site, and is not used to track User activity after leaving the Site. The cookie is permanently disabled when the User exits the Site, and information about individual Users is not collected, saved or distributed to others by IIABA except as provided for in this Policy. Aggregate Information helps IIABA understand Users' needs, improve the Site, and demonstrate to others the volume and nature of Site traffic. Aggregate Information may be shared with third parties as described in the section below called "Personal Data Provided to Third Parties." **By continuing to browse the Site, you agree to IIABA's use of cookies as described in this Policy.** In addition, please check your browser if you want to learn what information your browser sends.

If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. If you limit or disable the use of cookies when you visit this Site, you may be unable to use the full functionality of this Site.

(b) **Registration and Participation Information:** Personal Data may be obtained and/or retained from Users to: 1) process event and course registrations; 2) facilitate participation or interest in IIABA and any of its offerings, programs, products, or services; 3) facilitate participation or interest in grassroots/legislative activities; and 4) facilitate the use of any fee-based services. Personal Data about Users for event and course registrations may be provided by IIABA to exhibitors, sponsors, attendees and others, in any media, including, electronic or print form. Personal Data may be provided by IIABA to IIABA state associations and company partners, sponsors, and prospects. Registration and Participation Information also may be provided to third parties, as described in the section below called "Personal Data Provided to Third Parties."

(c) **Products, Services and Survey Information:** Personal Data may be obtained and/or retained to process orders for products and/or services offered by IIABA. IIABA also may obtain and/or retain Personal Data about Users who participate in surveys conducted by IIABA or with which IIABA is involved. Product, Service and Survey Information about Users also may be provided to third parties, as described in the section below called "Personal Data Provided to Third Parties."

(d) **Grassroots/Legislative Activities Information**: Personal Data and other information collected from Users for IIABA Grassroots/Legislative Activities may be used and/or retained by IIABA. Grassroots/Legislative Activities Information about Users also may be provided to third parties, as described in the section below called “Personal Data Provided to Third Parties.”

(e) **Career Center Information**: Personal Data collected for posting on the Site’s Career Center may be made available to all who visit the Career Center and may be used and retained by IIABA. Career Center Information may be made available to and used and retained by Project InVEST. Career Center Information about those who post Personal Data on the Site also may be provided to third parties, as described in the section below called “Personal Data Provided to Third Parties.”

(f) **E-mail**: Personal Data received from Users via e-mail may be used and retained by IIABA and may be provided to third parties as described in the section below called “Personal Data Provided to Third Parties.”

(g) **Member Records/Agent Locator Information**: IIABA makes member contact information and account creation records available through the Site and/or on an Agency Locator for use by the public. Personal Data about members provided to IIABA online or in other forms may be used and retained to update IIABA’s Member Records and/or the Agent Locator and any other lawful purpose.

3. **Sources and Recipients of Personal Data**:

(a) **Collection of Information from Minors**: IIABA’s Site is not directed to children under the age of 13. It is IIABA’s policy not to collect Personal Data of children under age 13. If it is necessary to collect such Personal Data from a child identified as being under age 13, IIABA will do so only after obtaining verifiable parental or guardian consent. If IIABA becomes aware that it has inadvertently collected Personal Data from a child under age 13 without parental or guardian consent, such Personal Data will be deleted from IIABA’s system. If you are a parent or guardian and discover that your child or a minor under the age of 13 has posted, submitted or otherwise communicated Personal Data to this Site without your consent, then you may alert IIABA at info@iiaba.net or in writing to IIABA Privacy, Office of the General Counsel, 127 South Peyton Street, Alexandria, Virginia 22314-2803 so that IIABA may delete the Personal Data.

In accordance with California law, minors under the age of 18 residing in California may remove or request and obtain removal of content and Personal Data that they post on the Site. In order to remove or to request and obtain removal of such content and Personal Data, the user must submit a request in writing to ogc@iiaba.net or IIABA Privacy, Office of the General Counsel, 127 South Peyton Street, Alexandria, Virginia 22314-2803. Users should be aware that removal of the content and Personal Data posted by a minor does not ensure complete or comprehensive removal of the content or Personal Data posted on this Site.

Under certain circumstances, IIABA may not have to comply with the above removal requirements. IIABA also reserves the right, to the extent permitted by law, to anonymize the posted content or Personal Data or to make such content or Personal Data invisible to other users and the public instead of removing or deleting the content or Personal Data.

(b) **Personal Data From and/or About Others:** IIABA may also collect and store Personal Data about other people that you provide to IIABA, as well as Personal Data about you provided by others. If you or other Users use this Site to upload, share and/or distribute content (including videos, comments or other submissions), and such content contains Personal Data about you or others, such Personal Data may be stored in order to allow for such uploading, sharing and/or distribution. As a requirement to use this Site, you acknowledge that you have the appropriate consent(s) from any individual (or the parent or guardian of any child under the age of 13) to share their Personal Data.

IIABA may also receive your Personal Data from trusted third parties, which include but are not limited to IIABA state associations, business partners (such as those entities listed at <https://www.independentagent.com/more-benefits>), service providers, vendors and sub-contractors in technical, payment and delivery of membership services, advertising networks, analytics providers, search Personal Data providers, or credit reference agencies (defined collectively as Third Parties).

(c) **Personal Data Provided to Third Parties:** Personal Data collected on this Site will only be provided to Third Parties in the manner specified in this Policy. Those who do not want their Personal Data shared in this manner should not provide the Personal Data. Personal Data obtained and/or retained by IIABA may be used by IIABA, and may be provided to Third Parties, to conduct business, including, without limitation: i) completing the transaction(s) or performing a contract requested by the User; and ii) serving Users and/or reporting on transactions, activities, and/or surveys conducted with IIABA. IIABA also may disclose Personal Data to comply with the law or legal process; to exercise IIABA's legal rights or defend against legal claims; to enforce IIABA's policies (including, without limitation, its Terms of Use); to protect the rights, property or safety of others; or for any other lawful purpose. IIABA requires Third Parties to maintain and adhere to their own privacy policies and procedures as well as applicable rules and regulations.

Further Practices and Procedures:

1. Other Websites and Media:

(a) **Links to Other Sites and Postings by Others:** The Site contains links to Internet sites of IIABA members, state associations, and other third-party businesses and resources, and each such third-party Internet site may have its own privacy and data collection policies and practices. IIABA is not responsible for the privacy and data collection policies and practices of any of its members, state associations or other businesses and resources, or for the content of their Internet sites. Users interested in the privacy and data collection policies and practices of IIABA members, state associations or other businesses and resources should review the policies of the Internet sites they choose to access.

IIABA disclaims all representations and warranties of any kind, express, implied, statutory or otherwise, about the Internet sites of its members, state associations or other businesses and resources, and IIABA disclaims all warranties and representations of any kind, express, implied, statutory, or otherwise, including, without limitation, warranties and representations with respect to IIABA members', state associations', and other businesses' and resources' Internet sites, security, content, privacy and data collection policies and practices, and actions. Links to other Internet sites do not imply IIABA's endorsement or approval of such Internet sites or the resources and information contained within them, nor are such links or references indications that

IIABA has received specific authorization to provide these links or resources. IIABA does not endorse, approve, certify or control such external Internet sites, and is not responsible for the security, accuracy, timeliness, completeness, efficacy, merchantability, usefulness, fitness for any particular purpose or correct sequencing of information located at such sites. The links and references on this Site to other Internet sites are provided solely as a convenience to users of this Site. All postings, including but not limited to comments and replies on the Site, are not to be relied on as professional opinions or advice. Additionally, IIABA makes no representations or warranties, and expressly disclaims any representations, warranties, or other commitments, about any non-IIABA portal, website or third-party source that may be accessible from or linked to the Site. The links and references on this Site to other Internet sites are provided solely as a convenience to users of this Site.

(b) **Social Media Features**: Social media features and widgets are either hosted by a third party or hosted directly on this Site. Your interactions with these features are governed by the privacy policy of the company providing it.

2. **User Rights**:

(a) **Access and Amend**: You have the right to request access to Personal Data that is maintained about you on this Site to ensure that it is accurate and current. You also may request corrections, amendments or deletions of any Personal Data obtained through this Site or otherwise in our possession.

To obtain access to, correct, amend, or delete any of your Personal Data: Submit a request in writing to IIABA Privacy, Office of the General Counsel, 127 South Peyton Street, Alexandria, Virginia 22314-2803 or info@iiaba.net. The request should include your name; address; telephone number; agency information, if applicable (name, address and IIABA member number); the specific Personal Data in dispute; and the identity of the document or record that contains the disputed Personal Data. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we will not do so and the reasons for the decision not to do so.

(b) **Marketing**: By consenting to this Policy, you agree to receive marketing materials from IIABA. If Personal Data is collected by IIABA for marketing purposes, IIABA will usually inform you before collecting your data or sharing it for third party purposes. You can prevent the processing of your Personal Data for these purposes by checking certain boxes on the forms IIABA uses to collect your Personal Data. Additionally, if you prefer not to receive marketing messages, please click on the unsubscribe link within any marketing message that you receive from IIABA, or by sending a message to IIABA at info@iiaba.net.

3. **Additional Information**:

(a) **Security**: IIABA takes reasonable technical and organizational precautions to protect the confidentiality, security and integrity of your Personal Data. Although IIABA uses security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, IIABA cannot guarantee the security of information transmitted to IIABA over the Internet. While IIABA strives to use commercially acceptable means to protect your Personal Data, there is no guarantee that information may not be accessed, disclosed, altered or destroyed.

(b) **Storage**: The Personal Data that you provide is generally stored on third-party vendor servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted to this Site, it will be transferred to servers in the United States and that the United States currently does not have uniform data protection laws in place.

(c) **International Users**: IIABA is headquartered in the United States. Your Personal Data may be accessed by IIABA or transferred to IIABA in the United States or to IIABA's affiliates, partners, merchants, or service providers who are located worldwide. If you are visiting this Site from outside the United States, be aware that your information may be transferred to, stored, and processed in the United States where IIABA's servers are located, and IIABA's central database is operated. By using this Site, you consent to any transfer of this information.

IIABA will protect the privacy and security of Personal Data according to this Policy, regardless of where it is processed or stored, however you explicitly acknowledge and consent to the fact that Personal Data stored or processed in the United States will be subject to the laws of the United States, including the ability of governments, courts or law enforcement or regulatory agencies of the United States to obtain disclosure of your Personal Data.

(d) **Retention**: IIABA retains your Personal Data for the period necessary to fulfill the purposes outlined in this Policy unless a longer retention period is required or permitted by law. If you wish to cancel your account, contact IIABA at info@iiaba.net.

(e) **Validity**: If any portion of this Policy, or the application of it to any person or circumstance, is to any extent invalid or unenforceable, the remainder of this Policy, or the application of it to persons or circumstances other than those that are invalid or unenforceable, is not affected thereby, and each portion of this Policy is valid and enforceable to the fullest extent permitted by law.

(f) **Privacy Inquiries**: If you have any questions or concerns about this Policy or IIABA's privacy practices please contact IIABA as follows:

By emailing the Privacy Department at ogc@iiaba.net.

By mail post to: Privacy Department: IIABA Privacy, Office of the General Counsel, 127 South Peyton Street, Alexandria, Virginia 22314-2803.

(g) **Change to Policy**: IIABA reserves the right to and may change this Policy at any time, and the change will become effective when the revised Policy is posted on this Site. If IIABA makes any material changes to this Policy or the way Personal Data is used, shared or collected, IIABA will notify you by revising the "Effective Date" at the top of this Policy. Users are bound by any changes to the Policy when he or she uses this Site after notice of such changes has been communicated. You are encouraged to review this Policy periodically so you are informed about IIABA's privacy practices and policies.

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