



PRIVACY POLICY

Introduction

EZLynx takes the privacy and security of our customers and website visitors very seriously, and this Privacy Policy explains how we treat data we receive through the website. All information that you provide through any EZLynx website, including in connection with your use of the ezlynx.com website or related EZLynx sites or the customer self-service website portal (collectively, the “**site**” or “**website**”), is subject to this Privacy Policy. **NOTE: If you are an EZLynx One Platform® User, the terms and conditions of your or your organization’s contract with EZLynx will control.**

All information that you provide through the website is being provided to Webcetera, L.P. d/b/a EZLynx (“**EZLynx**”, “**we**”, “**us**”, “**our**”) and, if you are providing information through the website portal, the selected insurance provider (“**Agency**”) through EZLynx. Note that this Privacy Policy addresses the collection, storage, and use of your information by EZLynx in connection with your use of the website only. The use of your information by the Agency may be addressed in a separate privacy policy provided or posted by the Agency. EZLynx is committed to protecting the privacy of our users and we use our best efforts to ensure that the information you submit to us through the website portal remains private and is used only for the purposes set forth herein.

What this Privacy Policy Covers

This policy covers how EZLynx treats personal information that we receive, collect and store, including information related to your past use of our services. Personal information is information about you that is personally identifiable like your name, address, email address, phone number, driver’s license number, driver information or other personal information provided to us in connection with your use of this website and our services, and that is not otherwise publicly available.

This policy applies only to EZLynx, creator of the system that assists the Agency in providing its rate quotation services, as well our officers, owners, successors and assigns, but does not apply to the practices of the Agency or companies that EZLynx does not own or control, or to people that EZLynx does not employ or manage. Such other companies or persons may have their own privacy policy, which we encourage you to read and understand.

Acceptance of Privacy Policy Terms

By using this website, you acknowledge your agreement with EZLynx’s Privacy Policy. IF YOU DO NOT AGREE WITH THIS POLICY, PLEASE DO NOT USE THIS WEBSITE. Your continued use of EZLynx’s website following the posting of changes to these terms will mean you accept those changes.

Information Collection and Use

EZLynx collects personal information when you use this website portal. All information you provide to us is also available to the Agency. When you use this website portal, we ask for information such as your name, email address, birth date, gender, zip code, occupation, driver’s license, driving record, and certain other information necessary for to provide you with insurance premium rate quotes. Additionally, we may ask for your address, Social Security number and information about the assets for which you are seeking insurance protection. Once you use our services, you are not anonymous to us.

EZLynx collects information about your insurance policy request and forwards your information to our member insurance carriers for insurance policy rate quote information. They may use this information in order to seek other information in order to provide your rate quote information. That may include credit reports, motor vehicle reports, previous claims activity and other relevant information. The parties providing this information may



include affiliated insurance underwriting companies, claims representatives, independent contractors, insurance agents and brokers, and courts and government agencies.

We automatically receive and record information on our server logs from your browser, including your IP address, cookie information and the page you request. We use the collected information for the following general purposes: to fulfill your insurance rate quote request, customize the advertising and content you see, improve our services, contact you, conduct research, provide anonymous reporting for internal and external purposes, and for certain other analytical purposes. Our analysis produces “cumulative output” and does not show, display or report specific personally identifiable information.

Information Sharing and Disclosure

We do not sell, share, license or provide personal information about you to any other people or non-affiliated companies other than to those carriers from which we request insurance policy rate quotes, on your behalf, and with the insurance agency that is acting on your behalf. In connection with our provision of your information, note that:

(a) We will provide the information to trusted partners who work on our behalf and are under confidentiality agreements. These companies or contractors may use your personal information to help us provide services to you.

(b) We will respond to subpoenas, court orders or legal process, or to establish or exercise our legal rights or defend against legal claims. We believe it is necessary to share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

(c) We will transfer information about you if we are acquired by or merged with another company. In that event, we will post appropriate notifications on this privacy policy before your information is transferred and becomes subject to a different privacy policy.

Google Gmail Plugin. This EZLynx Add-In integrates with Gmail to allow a user to save the email, attachments, and email metadata to the EZLynx Platform. This Add-In does not necessarily result in the collection of additional personal information. However, we will necessarily have access to any personal information contained in the emails you choose to import into the Platform from Outlook. Your use of the Add-In will determine what additional personal information we receive. This Add-in’s use and transfer to any other app of information received from Google APIs will adhere to the [Google API Services User Data Policy](#), including the Limited Use requirements.

Confidentiality and Security

We will maintain the confidentiality of the information that we collect during your visit to our website. We do this by maintaining internal practices that help to protect the security and confidentiality of this information and by limiting access to personal information about you to employees who we reasonably believe need to come into contact with that information to provide products and services to you or in order to do their jobs.

Cookies

As is common practice with websites, we use cookies to enhance your web viewing experience. A “cookie” is a small text file that a website can place on your computer’s hard drive in order, for example, to collect information about your activities on the site or to recognize your computer in the future. The cookie transmits this information back to the website’s computer which, generally speaking, is the only computer that can read it.



When you log onto our website, our website system assigns you a unique identification number and records that number in the cookie file for your computer. Then, when you visit us again, we are able to read this number to help gain prompt access to your information. The cookie can help ensure that your information is kept accurate and also, as a matter of convenience, keeps you from having to re-enter certain personal and identifying information. Despite its existence, the cookie will not be associated with any personal information about you and EZLynx will not be able to identify you personally online. The information stored in the cookie is in an encrypted format and cannot be read without the encryption key.

While we believe that certain cookies enhance your web experience with our website, you have the option of setting your web browser to reject cookies. However, doing so may negatively impact the performance of this website.

Changes to this Privacy Policy

We may, from time to time, update this policy. We will prominently post on this policy page, the date and content of any significant changes in the way we treat personal information.

Disclaimer

The security of all information associated with our users is an important concern to us. As stated above, we exercise care in providing secure transmission of your information from your computer to our, and our affiliates', servers. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any personal information you transmit to us or from our online products and services, and you do so at your own risk. Once we receive your transmission, we, including our affiliates, use industry standard efforts to safeguard the confidentiality of your personal information, such as firewalls and secure socket layers. However, "perfect security" does not exist on the Internet.

General

This privacy policy is governed by the internal substantive laws of the State of Texas, without regard to its conflicts of law principles. Jurisdiction for any claims arising under the terms and conditions of this privacy policy shall lie exclusively with the state and federal courts of the State of Texas, in the County of Dallas. If any provision of this privacy policy is found to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this privacy policy, which shall remain in full force and effect.

LIMITATION OF LIABILITY

EZLYNX WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES THAT ACCOMPANY OR RESULT FROM YOUR USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ANY: (a) USE OF (OR INABILITY TO USE) OUR WEBSITE; (b) USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR WEBSITE; (c) FAILURE OF PERFORMANCE; (d) ERROR; (e) OMISSION; (f) INTERRUPTION; (g) DEFECT; (h) DELAY IN OPERATION OR TRANSMISSION; (i) COMPUTER VIRUS; OR (j) LINE FAILURE. EZLYNX IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHICH ARE DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY, DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY, OR OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY. FURTHERMORE, EXCEPT AS PROVIDED BELOW, EZLYNX IS NOT LIABLE EVEN IF WE HAVE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BOTH.

HOWEVER, IN CERTAIN STATES WHERE THE LAW MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION MAY



NOT APPLY AND YOU MAY HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES. IN ANY EVENT, THE LIABILITY OF EZLYNX TO YOU FOR ALL LOSSES, DAMAGES, INJURIES AND CLAIMS OF ANY KIND, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR THEY ARE CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR ANY OTHER LEGAL THEORY, WILL NOT BE GREATER THAN THE AMOUNT YOU HAVE PAID TO ACCESS OUR SITES.

DISCLAIMER

THE MATERIAL ON AND PROVIDED THROUGH THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS. THIS MEANS THAT WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES ABOUT THE MATERIAL IN THE SITES. THIS INCLUDES, BUT ITS NOT LIMITED TO, WARRANTIES THAT: (a) THE MATERIAL IS OF ANY PARTICULAR LEVEL OF QUALITY OR IS FIT FOR A PARTICULAR PURPOSE; (b) THAT THE FUNCTIONAL ELEMENTS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE; (c) THAT DEFECTS WILL BE CORRECTED; (d) THAT OUR SITE, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONDITIONS; OR (e) THAT INFORMATION CONTAINED IN THE SITE IS ACCURATE AS OF ANY PARTICULAR DATE.

Questions

If you have any questions regarding our privacy policy, please contact us at

EZLynx
Attn: Legal Department
350 Highland Drive, Suite 150
Lewisville, TX 75067

or email us at legal@ezlynx.com.