

BEN-E-LECT Online Bill Pay Privacy Policy

1. Introduction. This Privacy Policy describes the types of "Personal Information" (information that is identifiable to a particular person) that is collected (directly or through service providers) in connection with the online bill pay services (collectively the "Services") offered through the website at www.benelect.com (the "BEN-E-LECT Site" or the "Site") and how that Personal Information is used, shared and protected. Some of this information is required by U.S. federal or other law.

2. Eligibility. The Site and the Services are offered only to BEN-E-LECT employer groups and/or an authorized representative of a BEN-E-LECT employer group, who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and Services are not offered to minors. We do not knowingly collect any Personal Information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site and/or the Services, you represent that you meet these requirements and that you agree to the terms of this Privacy Policy.

3. Scope. BEN-E-LECT offers other products and services, some of which are available through other organizations such as banks, credit unions, brokerage firms, Internet portals, and others. This Privacy Policy applies only to the Site and the Services offered through it. Other products and services offered through other websites or organizations may be governed by different terms. For more details on what your rights and obligations are when using the Services offered on this Site, please also refer to the Terms and Conditions and other notices and disclosures you may be provided regarding the Services.

4. Cookies, Browser Information and Related Issues.

- a. When you visit the Site, we may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other such information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for a Service and are issued or create a username and password.
- b. We may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Services. This data may be used, among other uses, to improve the operation of the Site and the Services.
- c. Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process or using web chat), but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to Personal Information about you, such as your email address. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser settings to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.
- d. You may encounter our cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.
- e. With respect to personally identifiable information about an individual consumer's online activities over time and across different Web sites or online services when a consumer uses this Site, except as required by law: (1) parties other than the operator of this Site are not permitted to collect such information, and (2) the operator of this Site does not collect such information (except any such information that is reasonably necessary to process and document user transactions, such as payment history). Therefore, this Site has no need to respond and does not respond to Web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of such information.



5. What Types of Personal Information We May Collect. In addition to the types of information described in the "Cookies " and "Advertising "sections of this Policy, we may also collect Personal Information about you, depending on the Services you use. This information may include:

- a. Group number, name, postal address, e-mail address, telephone number, and other information that we can use to contact you, verify your identity, and manage risks, such as information maintained about you by identity verification services and consumer reporting agencies, including credit bureaus;
- b. Bank account information (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information), including account numbers, account balances and transaction history) for accounts that you designate for sending or receiving payments, fees, debits and credits for the Services;
- c. Username, password, secret questions and secret answers for resetting passwords and other authentication credentialing used to verify that only authorized users access the Services;
- d. Payment and other transaction information, and history for payments and other transactions in which you participate through the Services; and

6. How We May Collect Personal Information About You. We may collect Personal Information about you from the following sources:

- a. Enrollment applications, survey responses, and other electronic or paper forms that you fill out in connection with the Services;
- b. Your use of the Site and the Services (such as when you send a payment), and your interactions with customer care, including information you enter or speak, and information transmitted by your computer, cell phones and other devices you use to connect to or use the Site or Services; and

7. How We May Share Personal Information About You. We share Personal Information about you only as permitted by law. For Personal Information that is nonpublic and that we collect in connection with a financial service, U.S. federal law permits us to share such information only for our everyday business purposes - such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, and report to credit bureaus

8. How We May Use Personal Information About You. We use Personal Information about you only as permitted by law, including but not limited to the following purposes:

- a. To complete transactions and render services authorized by you (such as sharing the information with a financial institution or other biller as necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services);
- b. Other everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Services, to effect, administer and enforce transactions, to perform fraud screening, to prevent actual or potential fraud and unauthorized transactions, to verify your identity, to determine your credit history, to verify the information contained in your account, to perform collections, to report to credit bureaus (including furnishing delinquent account information), to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to prevent and defend claims, to resolve disputes, to troubleshoot problems, to enforce our Terms and Conditions, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site including pattern recognition, modeling, enhancement and improvement, system analysis, and Service performance analysis;

Other Important Information.

Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our Affiliates, unless the law allows. We will not share information about your creditworthiness with our Affiliates except with your consent, but we may share information about our transactions or experiences with you with our Affiliates without your consent.



California: Under California law, we will not share information we collect about you with Non-affiliates, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our Affiliates to the extent required by California law.

10. Definitions.

- a. Affiliates: Companies related by common ownership or control. They can be financial or nonfinancial companies. **Our Affiliates include members of the BEN-E-LECT corporate family including BEN-E-LECT of Visalia.**
- b. Non-Affiliates: Companies not related by common ownership or control. They can be financial or nonfinancial companies.

12. How We Protect Personal Information About You. To protect Personal Information about you from unauthorized access and use, we maintain physical, electronic, and procedural safeguards, including but not limited to security measures that comply with applicable federal and state laws. We also require our service providers and business partners to whom we disclose the information to do the same.

13. Protection for Former Customers. When you are no longer our customer or using the Service, we continue to protect, use and share Personal Information about you as described in this notice and as required by law, including but not limited to for risk management, regulatory compliance, and audit purposes.

16. Amendments. We may amend this policy at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. You may (in our discretion) also be provided with an email notification of such amendments. You may (in our discretion) be required to affirmatively acknowledge or accept the revised Privacy Policy in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes

17. Contacting Us. If you have any questions about this Privacy Policy, you may contact us at the postal address or email address below:

In writing: BEN-E-LECT Accounting
ATTN: Accounting Manager
5429 Avenida de los Robles, Suite A
Visalia, CA 93291
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CA. Insurance License# 0708957

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