

# Sammons Financial Group, Inc.

## Privacy Policy

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# Privacy Statement

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Thank you for using the Sammons Financial® Group Member Companies services. We value the privacy of our customers, agents, employees, and website visitors and, for that reason, we have adopted this Privacy Policy to explain our data collection, use, and disclosure practices for our websites.

This Privacy Policy also applies to mobile and web-based applications, and any other tools, products, or services provided by us that link to or reference this Privacy Policy (collectively, the “Services”). The Services are operated by Sammons® Financial Group, Inc., a Delaware corporation (“SFG”, “we”, “us” or “our”). This Privacy Policy describes how SFG and its Member Companies (Member Companies include Midland National® Life Insurance Company, North American Company for Life and Health Insurance®, Sammons Institutional Group®, Inc., Sammons Financial Network®, LLC., and Beacon Capital Management) collect, use, and protect information associated with personal data and what rights you have regarding this activity. If you do not agree with the terms within this Privacy Policy, then you should not access or use the Services or any other aspect of SFG business.

An additional “[U.S. Consumer Privacy Notice](#)” (“Privacy Notice”) may apply to you if you are a U.S. consumer as defined by the Gramm-Leach-Bliley Act (“GLBA”). To the extent applicable, if there is a conflict between this Privacy Policy and the [Privacy Notice](#), the latter will prevail with respect to the subject matter in conflict. In addition to other information, the Privacy Notice applies to information you provide online through our application process when applying for our products or services.

If you reside in the State of California, please click [here](#) to learn more about your privacy rights. To the extent that there is a conflict between this Privacy Policy and the [Notice for California Residents](#), the Notice for California Residents will prevail with respect to California Residents (as defined below) only. Please also note that if you are an employee or job applicant who resides in the State of California, the Privacy Notice for California Employees and not the Privacy Notice for California Residents mentioned above will apply to information we collect from you.

This Privacy Policy applies to information SFG collects through the Services, as well as other information provided to us online or offline by third parties, when we associate that information with customers or users of the Services; however, it does not apply to information collected from our employees, contractors, or vendors. It also does not apply to information that you ask us to share with third parties or that is collected by certain other

third parties whose software or services are featured or included in the Services (as further described below).

This Privacy Policy describes, among other things:

- Personal and other information we collect about you;
- How we use your information;
- How we may share your information with third parties; and
- Your choices regarding the personal information we collect about you.

SFG reserves the right to modify or update this Privacy Policy at any time and in our sole discretion to reflect our current practices and ensure compliance with applicable laws. You can always check the “Last Updated” date at the top of this document to see when the Privacy Policy was last changed. If we make any material changes to this Privacy Policy, we will notify you by reasonable means, which may be by e-mail or posting a notice of the changes on our website prior to the changes becoming effective. We recommend that you check this page periodically to stay informed of any changes.

IF YOU DO NOT AGREE TO CHANGES TO THIS PRIVACY POLICY, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES (WHICH IS THE “LAST UPDATED” DATE OF THIS PRIVACY POLICY).

## Consent

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By accessing or using the Services, you consent to the terms and conditions contained within this Privacy Policy. If you do not agree with or otherwise dispute this Privacy Policy, please do not access or use the Services. Information gathered through the Services may be transferred, used, and stored in the United States or in other countries where our service providers or we are located. If you use the Services, you agree to the transfer, use, and storage of your Personal Information (as defined below) in those countries. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. You agree that all transactions relating to the Services or SFG are deemed to occur in the United States, where our servers are located.

# Data We Collect

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We collect customer information in a variety of different ways. Below is a summary of how we collect data, the type of data collected, and the purpose for its collection. Information we collect is utilized as noted below in this Section and is not sold to others.

## a. Personal Information and Other Information

When you register for or use our Services, we collect “Personal Information.” By Personal Information, we mean information that can identify or reasonably be linked to an individual. Examples include, but are not limited to:

- Names;
- Personal or business addresses;
- Email addresses;
- Account name;
- Phone numbers; and
- Information contained in any image, photograph or profile you submit to us.

You may not need to submit Personal Information to access certain aspects of the Services. However, when logging into our Services or utilizing a service provided within our Services, we collect Personal Information you provide to us directly, or indirectly via a financial professional (e.g. brokers, agents, advisors and distribution partners).

By submitting Personal Information through our Services, you authorize SFG to store this information for the purposes described in this Privacy Policy, including, but not limited to, responding to user inquiries, processing transactions at your (or your agent/advisor’s) direction, distributing materials, communicating with you electronically, and requesting feedback.

We also collect non-Personal Information relating to the Services, that is, information that does not personally identify an individual. The non-Personal Information we collect includes how you interact with the Services, information generally collected or “logged” by Internet websites or Internet services when accessed or used by users, and information about your web browser or device accessing or using the Services.

Examples of the non-Personal Information we collect are:

- The pages of our website that you viewed during a visit;

- What information, content or advertisements you view or interact with using the Services;
- Language preferences;
- The city and state in which you are located (but not your precise geographic location); and
- Unique identifiers that are not connected and cannot reasonably be connected to your identity.

We will not use non-Personal Information to try to identify you, and if we associate any non-Personal Information with information that personally identifies you, then we will treat it as Personal Information. As discussed in more detail below, we sometimes use cookies and other automatic information gathering technologies to gather Personal Information and non-Personal Information.

Information collected by the Services may be collected by us or one of the third parties we utilize in providing the Services (as further described below).

SFG may also utilize session replay technology from our third-party service providers (such as [FullStory](#)) to collect user experience data, which reproduces your interactions with the Services, including keystrokes, mouse clicks and movements, page scrolling, data entry, error messages, information you type, screen taps, and other actions you take while using the Services. Reproduced data may include technical and usage data, as well as visual representations of actions you take while using the Services. The technology we use to collect user experience data masks the contents of your interactions with our Services. Our use of this data is limited to helping us understand how users interact with our Services, to improve functionality of our Services, and to design a better user experience for you.

You may choose not to provide Personal Information (subject to the controls offered by your mobile device's operating system), but this may prevent you from receiving certain features of the Services.

## **b. Use of Your Information**

We may use the information we collect to:

- Assist us in providing, maintaining, and protecting the Services;
- Set up, maintain, and protect accounts to use the Services;
- Improve our online operations;
- Process transactions;
- Provide customer service;
- Communicate with you, such as provide you with account- or transaction-related communications, or other newsletters, RSS feeds, and/or other communications relating to the Services;

- Send or display offers and other content that is customized to your interests or preferences;
- Perform research and analysis aimed at improving our products and services and developing new products or services; and
- Manage and maintain the systems that provide the Services.

### c. Data Retention

SFG will retain your Personal Information as long as reasonably required to conduct business with you or needed to service you, or as required by law. We may retain data for purposes such as complying with legal and audit obligations, as well as for backup and archival purposes.

### d. Social Media Platforms

Our Services may integrate with social media platforms, including Meta. When you connect a social media account to our Services, then we may collect information about that social media account and share information with that social media account as described in the connection process. This collected information may include, but is not limited to, your name, email address, demographic information from your profile, friend lists, postings or other content, and your profile picture. You acknowledge and agree that SFG is not responsible for the data collection or use practices of any such connected social media platform. You should read each social media platform's privacy policy before connecting that social media account.

## How SFG Discloses Information to Third Parties

SFG is committed to protecting the information we collect about you. Please know that **SFG does not sell any data, including your Personal Information to third parties.** We may disclose your Personal Information to third parties as described below.

We may disclose your Personal Information to provide the Services, or when you authorize or instruct us to do so, for example, when you use the Services to submit content or profile information. We may also disclose Personal Information and non-Personal Information to Service Providers. By "Service Providers" we mean companies, agents, contractors, service providers, or others engaged to perform functions on our behalf (such as processing of payments, provision of data storage, hosting of our website, marketing of our products and services, and conducting audits). When we use a Service Provider, we require the Service

Provider to keep your Personal Information confidential and to not use it for any purpose except to provide their contractual services to us or as required by applicable law.

We may disclose your Personal Information to the following categories of third parties:

- **Service Providers** with whom we have an active service agreement; and
- **Those whom you or your agent authorize us** to disclose your Personal Information in connection with products or Services we provide to you.

We may share Personal Information and non-Personal Information to Online Tool Providers. By “Online Tool Provider” we mean a licensor of software that we engage for site administration or reinsurance purposes, and/or that we include in, or use with, the Services, including an API or SDK, that provides a specialized function or service to us and that requires the transmission of Personal Information and/or non-Personal Information to the Online Tool Provider. Online Tool Providers may have the right to use Personal Information and non-Personal Information about you for their own business purposes. Use and disclosure of Personal Information and non-Personal Information by an Online Tool Provider is described in its privacy policy. See Section 4 below for some of the key Online Tool Providers we use.

We may partner with advertisers to provide you with special offers, or to advertise products or services to you. If you redeem or respond to an offer, we may provide your Personal Information to the advertiser, including your name, email address, and gender. If you answer questions or fill out surveys from an advertiser, we may share information with that advertiser. The advertiser’s privacy policy will govern their use of your information, which may include marketing of other products or services to you. You should read each advertiser’s privacy policy before providing information to that advertiser.

We may also disclose your Personal Information to third parties when we believe, in good faith and in our sole discretion, that such disclosure is reasonably necessary to (a) enforce or apply the terms and conditions of the Services, including investigation of potential violations thereof, (b) comply with legal or regulatory requirements or an enforceable governmental request, (c) protect the rights, property or safety of us, our users or other third parties, (d) submit insurance claims, cooperate with insurance investigations, and fulfil insurance subrogation activities, (e) prevent a crime or protect national security, or (f) detect, prevent or otherwise address fraud, security or technical issues.

Finally, we reserve the right to transfer information (including your Personal Information) to a third party in the event of a sale, merger, or transfer of all or substantially all of the assets of our company relating to the Services, or in the unlikely event of a bankruptcy, liquidation, or

receivership of our business. We will use commercially reasonable efforts to notify you of such transfer, for example, via email or by posting notice on our website.

Lastly, we may also disclose non-Personal Information, aggregated with information about our other users, to our clients, business partners, merchants, advertisers, investors, potential buyers and other third parties if we deem such disclosure, in our sole discretion, to have sound business reasons or justifications.

## Cookies & Automatic Information Gathering Technologies

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Every time you use the Services (e.g., access a Service webpage, or navigate to a specific location within the Service mobile app), we collect Personal Information and non-Personal Information (discussed above in Section 2) regarding that use. For example, to improve our Services, we collect how, when, and which parts of the Services or their features you use, which social media platforms you connect to the Services, and when, how, and what you post to the social media platforms through the Service app. Also, we may use your device's unique identifier (UDID) or other unique identifiers to assist us in collecting and analyzing this data.

To assist us in collecting and storing this non-Personal Information, we may employ a variety of technologies, including "Cookies," local browser storage, and "web beacons," "pixels," or "tags." A "Cookie" is a small amount of data a website operator, or a third party whose content is embedded in that website, may store in your web browser and that the website operator or, as applicable, the third party, can access when you visit the website. A web beacon, pixel or tag is a small, usually-transparent image placed on a web page that allows the operator of that image, which may be the operator of the website you visit or a third party, to read or write a Cookie.

We use these technologies to collect information about our website visitors, including your browser type, mobile device operating system, browsing behavior, and from what general location (region) you access the website. Some of this information, such as IP address, may be personal. This information may be aggregated to measure the number of visits, average time spent, page views, and other statistics about website(s) users. We may also use this information to track trends and solve technical problems, monitor website performance, and make the website(s) more convenient to use.

Your operating system and web browser may allow you to erase information stored in Cookies and local browser storage. But if you do so, you may be forced to login to the Services again, and you may lose some preferences or settings. You may also be able to set your browser to refuse all website storage or to indicate when it is permitted, but some features of our Services may not function properly without it. We may use Cookies to keep you logged in, save your preferences for the Services, and to collect information about how you use our Services.

More information about managing Cookies is available [here](#). To learn how to manage privacy and storage settings for your local browser storage, please refer to the end user documentation for your browser.

Online Tool Providers, Cookies, and similar technologies may collect information automatically, in which case Personal Information and non-Personal Information it receives are subject to the technology provider's privacy policy. You can read more about the Online Tool Providers, cookies and similar technologies that SFG uses (and/or that we reserve the right to use) here:

- [Google Analytics](#)

## Third Party Websites

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Through our Services, you may be able to link to or integrate with other sites, apps, technology or services owned and provided by third parties. You may be required to submit Personal Information to access such third-party websites. We are not responsible for the privacy or security policies or practices or the content of such third parties. Such use of third-party features and submission of information using third-party websites will be subject to the third party's terms of use, terms of service and/or privacy policy. You agree to look solely to the applicable third party and not to SFG to enforce your rights in relation to use of the third-party service(s) provided. Accordingly, we encourage you to review the privacy and security policies and terms of service of those third parties so that you understand how they collect, use, share and protect your information.

# Transparency & Your Choices

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You may request access to your Personal Information by sending an email to [PrivacyQuestions@sfgmembers.com](mailto:PrivacyQuestions@sfgmembers.com). We will try to locate and provide you with your Personal Information and give you the opportunity to correct this data, if it is inaccurate, or to delete it, at your request. But, in either case, we may need to retain it for legal reasons or for legitimate business purposes. You may also remove any content that you post to the Services using the deletion or removal options within the Services. However, we (and you) are not able to control information that you have already shared with other users or made available to third parties through the Services.

If you need further assistance with removing any content you posted through the Services, you can email us at [PrivacyQuestions@sfgmembers.com](mailto:PrivacyQuestions@sfgmembers.com). Removal of your posted content may not ensure complete or comprehensive removal from our computer systems.

We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, would be extremely impractical (for instance, requests concerning information residing on backups), or relate to information that is not associated with your Personal Information. In any case, where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. We may also require you to verify your identity to our satisfaction before providing you with access to Personal Information.

Please be aware that if you request us to delete your Personal Information, you may not be able to continue to use the Services. Also, even if you request that we delete your Personal Information, we may need to retain certain information for a limited period of time to satisfy our legal, audit and/or dispute resolution requirements.

We may use third-party service providers that collect information for interest-based advertising purposes (advertisements that are tailored to your likely interests, based on categories in which you have shown an interest). To learn more about these third parties and the choices they offer users, please visit the [Network Advertising Initiative's choices page](#) or the [Digital Advertising Alliance's choices page](#). If you are reading this Privacy Policy from a mobile device, you can learn more about the DAA's mobile choices program [here](#).

You can opt out of receiving marketing e-mails from us by clicking on the "unsubscribe" link in the e-mails. Please note that it may take up to ten (10) business days for an opt-out request to be processed. Also, even if you opt out of marketing e-mails, we may continue to

send you certain account-related e-mails, such as notices about your account and confirmations of transactions you have requested.

## Do Not Track Signals

Please note that at this time, our website does not respond to “Do Not Track” signals.

# Certain State Residents

You may have heard of the certain state laws including the [California Consumer Privacy Act of 2018](#), as amended by the California Privacy Rights Act of 2020 (collectively, “CCPA”), the Oregon Consumer Privacy Act (“OCA”), or the Delaware Personal Data Privacy Act (“DPDPA”), to name a few. Please note that due to the nature of our Services, we may not be subject to other states’ comprehensive privacy laws in the same way that other businesses may be. However, in the interest of transparency, we provide notice and transparency about our collection and use of Personal Information as described in this Privacy Policy.

# Notice for California Residents

## Introduction

This Privacy Notice for California Residents (the “**Notice**”) supplements the information contained in our [Privacy Policy](#) and applies only if you reside in the State of California (you are a “**California Consumer**”).

For purposes of this Notice “Sell,” “Selling,” “Sale,” or “Sold,” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to another business or a third party for monetary or other valuable consideration.

“Share,” “Shared,” or “Sharing” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to a third party for Cross-context Behavioral Advertising, whether or not for monetary or other valuable consideration.

“Cross-context Behavioral Advertising” means the targeting of advertising to a consumer based on that consumer’s Personal Information obtained from activity across businesses or distinctly branded websites, applications, or services, other than the business or distinctly branded website, application, or service with which the consumer intentionally interacts. In other words, if we send you an ad based solely on your interaction with us or our Services, this is not Cross-context Behavioral Advertising.

“Sensitive Personal Information” means Personal Information that is not publicly available and reveals one or more of the following:

- A consumer’s Social Security, driver’s license, state identification card, or passport number;
- A consumer’s account log-in, financial account, debit card or credit card number in combination with any required security or access code, password, or credentials allowing access to an account;
- A consumer’s precise geolocation;
- A consumer’s racial or ethnic origin, religious or philosophical beliefs, or union membership;
- The contents of a consumer’s mail, email, and text messages unless we are the intended recipient of the communication;
- A consumer’s genetic or biometric data; or
- Personal Information collected and analyzed concerning a consumer’s health, sex life, or sexual orientation.

“Verifiable Request” means that the identifying information provided by a consumer in connection with a request matches the Personal Information of the consumer already maintained by us or a third-party identity verification service. Identifying information you may submit in order to permit SFG to authenticate your Verifiable Request include your first and last name, the email address and phone number that is associated with your account, and/or a secure confirmation code that we provide to you via email.

## Information We Collect

In the past twelve (12) months, SFG has collected the following categories of Personal Information from California residents:

- Identifiers (names, personal or business addresses, email addresses, phone numbers, and IP addresses).
- Other information which is not required to use our Services but that you choose to provide to us through an online form.

In the past twelve (12) months, SFG has not collected Sensitive Personal Information from California residents.

SFG obtains Personal Information from the following types of sources:

- Directly from you. For example, from forms you complete or products and services that you purchase.
- Indirectly from you. For example, from information automatically sent by your web browser or from analyzing data about your actions on our website.

## Use of Personal Information

SFG may use or disclose the Personal Information we collect for one or more of the following “Business Purpose(s):”

- To fulfill or meet the reason you provided the information;
- To provide our website, online services, or mobile app;
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;
- To respond to your requests under the CCPA (as defined in Section 7 of the main body of the Privacy Policy);
- For any other purpose described to you when we collect your Personal Information; and
- For any other acceptable purposes as set forth in the CCPA.

Unless we notify you otherwise, we will not collect additional categories of Personal Information, nor use the Personal Information we collect for any other materially different, unrelated, or incompatible purposes.

## Retention

We retain each category of your Personal Information for no longer than is reasonably necessary for one or more Business Purposes, subject to your right to request we delete your Personal Information. Due to the nature of the services, it is not possible to predict the length of time that we intend to retain your Personal Information. Instead, we use the following criteria to determine whether it remains reasonably necessary to retain your Personal Information for one or more disclosed Business Purpose(s):

- Whether not there is a retention period required by statute or regulations;
- Pendency of any actual or threatened litigation for which we are required to preserve the information;
- Generally accepted best practices in our industry; and/or
- Pendency of applicable statutes of limitations for potential legal claims.

When we determine that it is no longer reasonably necessary to retain your Personal Information for one or more disclosed Business Purpose(s) based on the above criteria, we will delete your Personal Information.

## Disclosure of Personal Information

Within the last 12 months SFG has disclosed your Personal Information as described in this Notice.

SFG may disclose Personal Information to our contracted “service providers”, “contractors”, and “third parties” (each as defined by the CCPA) for a Business Purpose. When we disclose Personal Information for a Business Purpose, we enter into an agreement with the receiving party that describes the purpose for sharing the Personal Information, and that requires the receiving party to keep that Personal Information confidential. In the case of disclosures to our “service providers,” our “service providers” are obligated not to use the Personal Information for any purpose other than performing the services according to their agreement with us. In the case of our “contractors”, our “contractors” are obligated not to use the Personal Information for any purpose unrelated to the business purpose for which we’ve engaged them.

We may disclose your Personal Information with the following categories of entities: (i) “service providers,” (ii) “contractors;” and (iii) “third party” advertisers.

In the past twelve (12) months, SFG has not Sold or Shared any Personal Information about its California Consumers.

## Your Rights & Choices

If you are a California Consumer, you may request information about our collection, use, disclosure and Sale of your Personal Information over the past twelve (12) months, whether or not it was collected electronically. If you submit a Verifiable Request, we will provide you with information regarding:

- the categories of Personal Information we have collected about you; the categories of sources from which your Personal Information was collected; our Business Purpose for collecting, Selling, or Sharing your Personal Information; the categories of third parties with whom we disclose that Personal Information; and the specific pieces of Personal Information we collected about you; and
- if we Sold, Shared, or disclosed your Personal Information for a Business Purpose: what categories of Personal Information we Sold or Shared, and to which categories of recipients we Sold or Shared it; and what categories of Personal Information we disclosed for a Business Purpose, and to which categories of recipients we disclosed it to.

You also have the right to request a copy of your Personal Information, and/or to request that we transmit your Personal Information to another entity. To the extent technically feasible, we will comply with your request and provide and/or transmit your Personal Information in a structured, commonly used, machine-readable format.

You also have the right to request that we delete any of your Personal Information that we collect or maintain by submitting a Verifiable Request. We may deny your deletion request if retaining your Personal Information is reasonably necessary for us or our “service providers” or “contractors” to:

- Complete the transaction for which we collected your Personal Information, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide goods or services that you requested, take actions reasonably anticipated by you within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
- Help to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate for those purposes;
- Debug products to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise that consumer’s right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the ability to complete such research, if you previously provided informed consent;
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information; or
- Comply with a legal obligation.

You further have the right to request that we correct any of your Personal Information that is inaccurate by submitting a Verifiable Request. We will correct any inaccurate Personal Information pursuant to your request to the extent possible using commercially reasonable efforts. We may deny your correction request if the Personal Information is accurate. We may also delete your Personal Information instead of correcting it to the extent such deletion would not negatively impact you.

You may submit a Verifiable Request for the information listed above, or exercise any of your rights enumerated under this Notice, by calling us at 1-800-720-3955, or by completing a form on our website, available here. You may also submit a Verifiable Request on behalf of your minor child.

After we receive your Verifiable Request, we will provide to you, in writing and free of charge (unless your request is excessive, repetitive, or manifestly unfounded), the requested information for the 12-month period preceding your request (unless you specifically request disclosure beyond such 12-month period, in which case, we will process your request with

respect to Personal Information we have collected during the time period you specify, provided that (a) the earliest date that your request may apply to is January 1, 2022, and (b) processing your request does not require disproportionate effort). You can choose to have this information delivered to you by postal mail, or electronically. We will try to respond to your verified request within forty-five (45) days of receipt, but if we require more time (up to another forty-five (45) days) we will inform you of the reason and extension period in writing. Please note that we are not required to comply with your request for information more than twice in any 12-month period. If applicable, our response will explain the reasons why we cannot comply with your request.

SFG does not and will not, without first obtaining your consent, Sell or Share Personal Information.

Should you choose to exercise any of the rights enumerated under this Notice, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, please be aware that it may be a functional necessity for our Services to have Personal Information about you in order to operate, and we may not be able to provide some or all of our Services to you if you direct us to delete your Personal Information.

## Residents of Canada

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If you have an objection to the use of your Personal Information as described in this Privacy Policy, you may file a complaint by sending an email to [PrivacyQuestions@sfgmembers.com](mailto:PrivacyQuestions@sfgmembers.com). We will attempt to accommodate your objection or complaint, but know that to the extent you object to our processing of Personal Information that is necessary for us to provide the Services to you, certain features and functionalities of the Services may no longer be available to you.

# Residents of Nevada

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We do not sell your Personal Information. You may contact by sending an email to [PrivacyQuestions@sfgmembers.com](mailto:PrivacyQuestions@sfgmembers.com).

## SFG's Commitment to Data Security

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At SFG, safeguarding your information is important to us. We utilize a wide variety of reasonable information security measures, technologies and processes to safeguard your Personal Information against unauthorized access, modification, destruction, alteration, or disclosure. These measures and processes are based on leading security standards, reviewed on a regular basis, and are subject to audit. They include, but are not limited to:

- Secure Socket Layer (SSL), Transport Layer Security (TLS), or similar encryption technology when sensitive data is transmitted over the Internet;
- Firewalls to help prevent external access into our network;
- Secure storage techniques, including cryptographic controls;
- Secure data transmission methods;
- Access controls, including role-based access;
- Anti-virus protection;
- Malware protection;
- Continuing security awareness training for all employees and contractors;
- Physical and environmental controls for data centers; and
- Reviews of security practices of vendors.

Unfortunately, no method of transmission over the internet or electronic data storage can be guaranteed to be 100% secure. While we strive to use commercially appropriate means to protect your Personal Information, it is impossible to provide a guarantee of security.

However, please know that we restrict access to Personal Information in our possession to our employees, Service Providers, and Online Tool Providers who need to know that information in order to operate, develop, improve or support our Services.

# Children/Minors

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Our services are not intended for users under 18 years of age, and we do not knowingly collect Personal Information from users under 18 years of age. We do not authorize users under 18 years of age to use the Services. Should we discover that we have inadvertently collected Personal Information from a user under 18 years of age without legal guardian consent, we will promptly delete that information and notify the legal guardian whenever possible. If you believe that a user under 18 years of age may have provided us with Personal Information without legal guardian consent, please contact us immediately.

# Antidiscrimination

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SFG will not discriminate against you for exercising your privacy rights prescribed to you by laws or regulations. Please note that a legitimate denial of a request for information or deletion is not discriminatory.

# Contact Us

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We hope you found this information helpful – your privacy is important to us, and we are happy to answer any questions you may have. If you would like to contact us, please send us an email at [PrivacyQuestions@sfgmembers.com](mailto:PrivacyQuestions@sfgmembers.com), or call toll-free at 1-800-720-3955.