

# Privacy Policy

Effective: August 15, 2025.

Your privacy is important to us. PGBA, LLC together with its subsidiaries and affiliates (collectively referred to as “Company,” “us,” or “we”), have designed our website with the intention of protecting your privacy during your use of the website (the “Site”), including your use of any Company products, services, networks, systems and offerings (the “Services”).

This Company Privacy Policy (“Privacy Policy”) describes our commitment to privacy and outlines how we deal with and use any personal and other data you provide, or we collect from you while you are using the Site and Services.

This Privacy Policy is incorporated into Company’s Terms of Use, available [here](#), which also applies when you use the Site or the Services. By using the Site or the Services, you agree to the terms in this Privacy Policy. If you do not agree with the terms of this Privacy Policy, you are not authorized to provide us with your or any other person’s personal information or otherwise interact or use the Site. If you agree to these terms on behalf of a company or other legal entity, you confirm that you have the authority to agree to these terms on behalf of such entity, and that such entity is subject to these terms and conditions.

## **The Information We Collect, Use, and Disclose**

### **Information Collected**

*Purchases.* When paying for Services, you may be required to provide information related to your billing information, including your billing name, address and credit card information.

*Website Use.* When you visit the Site, it automatically captures certain information, including your domain name, the IP address of the Web page from which you access the Site, the pages you visit on the Site, and the amount of time you spend on the Site. In addition, we collect information about the use of various features of the Site, such as the extent to which certain features are used and the links or information that users access. Such information may be anonymous or it may be associated with you or your company.

*Cookies and Similar Technologies.* “Cookies” are used to store your preferences in order to make your use of the Site more productive. Cookies are small files created by the Site that reside on your computer’s hard drive and store information about your use of a particular Site. We also use cookies to track the usage of our Site in order to enhance your use of the Site. When you visit the Site, our servers may send multiple cookies to your computer. Company uses cookies that are session-based and persistent-based. Session cookies are retained only during the current online use session and allow us to continually verify your identity once you are logged into the Site and to process your online transactions and requests. Persistent Cookies can remain in place during multiple visits to the Site. We may use information from session and persistent cookies in combination with User Data to provide you with information about Company and offerings from us and our partners, and for other uses.

*Third-Party Cookies.* We may engage third parties to track and analyze usage and statistical information from users who visit the Company network. Company may also use other third-party cookies to track the performance of the Site or Services. The information provided to third parties does not include Personal Information, but this information may be re-associated with Personal Information after Company receives it. Ad networks may follow your online activities over time by collecting website navigational information through automated means, including but not limited to through the use of cookies. This information may be used to provide advertisements about products and services tailored to your interests. This process may also help us manage and track the effectiveness of our communications with you.

*Web Beacons.* We may use web beacons alone or in conjunction with cookies to compile information about your usage of the Company networks and interaction with e-mails from Company. We may use the information from web beacons to operate and improve the Services and our email communications, and to provide you with information about Company and our Services or our partner's services.

All such information collected as described above will collectively be referred to as "User Data." For the purpose of this Privacy Policy, Protected Health Information is subject to different terms and also will be governed by Company's HIPAA Privacy Practices Notice which is further discussed below, and which you may [access here](#).

## **Information Use and Disclosure**

User Data collected through your use of the Site is used to better understand how the Site is used, and to enhance your and other users' experience with the Site. Additionally, User Data collected through cookies and similar technologies is used to assist you with your use of the Site and monitoring and managing the Site so that we can improve, revise, and add relevant material to the Site. We may also use User Data, when permitted under applicable law, for certain health related and other permitted communications, including marketing, to provide, operate and improve our Services, and to create new offerings. Information about your website use may be used to provide personalized information about available Services and other offerings from the Company.

User Data is also used to provide the Services, and to provide account access, service notifications, and for other purposes related to use of the Services and related offerings, and otherwise administering and operating the Site and our Services. For purchases, we may review the financial qualifications of organizations and use your and your company's data to collect and make payments related to the Services.

While specific names of the cookies and similar technologies that we use may change from time to time as we improve and update our products and services, they generally fall into the following categories of use: authentication, security, insights and measurements, and site features and performance. You may use your browser controls to refuse to allow cookies to be placed on your computer. Refusing cookies may disable our ability to include information about your visit in regular monitoring of Site traffic and may impact the way the Site functions on your computer or the availability of certain services to you.

*Service Providers.* We work with our affiliates and other companies that help us run our business. Such companies, including service providers, provide services such as delivering customer support, processing credit card payments, and sending emails on our behalf. Some service providers will have access to your personal information in order to provide services to us, or to you on our behalf. In addition, we may partner with other companies to jointly offer products or services. If you purchase or express interest in such a jointly offered product or service, we may share User Data collected in connection with your purchase or expression of interest with those partners, when permitted by applicable law. If you do not wish for your information to be shared in this manner, you should not purchase or inquire about such jointly offered products or services. Service providers who manage credit card processing will store, retain, and use billing information for the purpose of credit card processing on our behalf.

*Required by Law.* We may use or disclose User Data if required by law or if we believe that the use or disclosure is necessary to protect or defend the rights or property of us, the Site or Services, the users of the Site or Services, or to comply with a judicial proceeding, court order, or other legal process.

*Disclosure of Information Through Business Reorganizations or Transfers.* In order to accommodate changes in our business or corporate structure, we may sell portions of our company or certain assets, or acquire other companies or assets, including through reorganizations, mergers, or acquisitions, that may involve information collected through the Site, including User Data. In such a case you hereby authorize the transfer of User Data pursuant to such an occurrence.

*No Other Uses.* Except as provided for in this Privacy Policy, we do not share, sell, rent or trade any information provided with third parties for promotional purposes.

## **International Data Collection and Transfer**

The Site and Services are hosted in the United States but User Data may be accessible by you, us, or on our behalf, from outside the United States. The Site and Services are not intended to be used by users outside the United States. If you use the Site or Services from any other region, you acknowledge that if you transfer your personal data to us, it will be transferred or accessible in the United States and such data transfer will be subject to the applicable laws and venue terms in accordance with the Company's Terms of Use. By providing your personal data you hereby consent to the use of your personal data for the uses identified above in accordance with this Privacy Policy and the transfer of your personal data to the United States.

## **Personal Information and Protected Health Information.**

The Site or Services may include functionality that permits you to (i) provide us with or give us access to personal information about yourself and (ii) access personal information about you that we maintain. You are not required to provide personal information to use the Site, but personal information is necessary for certain functions of the Site and Services. If you are an individual member, participant, or beneficiary under some of our products, personal information that you or third parties provide to us through the Site or Services and other User Data may be subject to the HIPAA Privacy Rule, in which case, it is "Protected Health Information." Company's HIPAA Privacy Practices Notice, which you may [access here](#), describes how Protected Health Information may be used and disclosed and the rights you have with respect to the information.

This site may have a Member Portal, through which individual members, participants, or beneficiaries may be able to access their Protected Health Information. Once you download Protected Health Information from the Site, it is your responsibility to safeguard the information. We are not responsible for any third party's access to your Protected Health Information after you download it.

*Registration.* When registering to use the Services (e.g. My Health Toolkit), you may be required to provide personal information, such as your (1) contact information (e.g., your name, company name, email address and phone number), (2) insurance information, and (3) financial and payment information. If you do not provide the requested personal information, you may not be able to access or use certain features of the Site or Services.

## **Privacy and Security**

We are committed to taking appropriate measures to protect your privacy against unauthorized disclosures. The Company and its third-party web vendors use a variety of safeguards and techniques designed to protect the confidentiality, integrity, and (when appropriate) availability of your information, including but not limited to the protection of data by Transport Layer Security (TLS) technology. You should be aware, however, that website security technology changes rapidly and that any security system is not completely secure and may be "hacked." Accordingly, we cannot guarantee that these safeguards will ensure the safety of your information in all situations or that your information will not be intercepted while being transmitted to or by us over the Internet. In any event, Company is not responsible for and shall not be liable for any third party's unauthorized, illegal or criminal activity.

Additionally, you are solely responsible for determining which of your data and files should be backed up and for backing up your data or your customers' or users' data. You must determine your own data backup and retention requirements based on your own needs and any applicable laws and regulations. You acknowledge that no backup solution is completely failsafe, and you will be solely responsible for implementing any other backup or redundant systems you deem appropriate or necessary given your circumstances, and we will not be liable for any loss of your, your users', or any other third-party's data.

Upon termination of our services to you we are not responsible for maintaining any data and may delete your files without notice.

## Children

The Site is not directed at children under the age of 13. Company complies with the Children's Online Privacy Protection Act ("COPPA") and does not knowingly permit registration or submission of personally identifiable information by anyone younger than 13 years of age without the consent of a parent or guardian. If you become aware that a child has provided us with personal information without parental consent, please contact us. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to remove such information and terminate the child's account.

To best protect your child's privacy, please carefully supervise your child's access to the Internet and this Site. For more information on how to protect your child's privacy, you can visit the Federal Trade Commission's Kids privacy page, accessible at the Federal Trade Commission's website: [www.ftc.gov](http://www.ftc.gov).

## Use of Mobile Applications

*Location Data.* While using a Company Application (the "App") on your smart phone or other device, location data may be collected through your phone or applicable device. In such a case we may use that information to provide the services available through the App and to improve the App and its available features. Depending on your device, you may or may not have the option of turning off location data through your device settings. To provide the App, we may utilize third-party infrastructure service providers ("Infrastructure Providers") or partner with third party vendors to provide you with features, products, or services ("Third Party Partners"). Infrastructure Providers and Third Party Partners may use cookies and other technology to collect information regarding your interaction with us, your use of the App, your use of Third-Party Partner and Infrastructure Provider websites or services, and your location. We may transfer information to Infrastructure Providers who support our business, such as those providing technical infrastructure services, analyzing how our products and services are used, measuring the effectiveness of ads and services, providing customer service, and facilitating payments. We may also transfer information to Third Party Partners who offer you additional services or features through an App. When using an App you may be able to disable cookies, to configure your settings to notify you when you receive a cookie, or to opt not to accept cookies, or you may be able to choose an option not to allow your location to be shared through the App. If you choose to disable cookies or location services, certain functionality of a website or the App may not be available to you. Please ensure you understand how your device works and configure your settings as you desire.

*Data and App Use.* If you use the App, you agree that we, our Infrastructure Providers, or our Third Party Partners may collect the following information as a result of your use of the App: technical data and related information, including but not limited to technical information about your device, system and application software and peripherals. When using the App you may be asked to provide certain personal information, including your name, email address, date of birth, phone number, and credit card or insurance information. Additional data may be requested and your submission of such data is your authorization for the use of that data by the Company, Infrastructure Providers, and Third Party Partners. Should you want to access data regarding a dependent, you must have legal authority to receive this information. You agree that the information you provide is true, complete, current, and accurate and that you will maintain and update this personal information as necessary. If you choose not to provide certain information, you may not be able to use the App or the functionality available to you may be limited. Any information that you provide through the App or access using the App that qualifies as protected health information is subject to Company's HIPAA Privacy Practices Notice, which you may [access here](#).

Some mobile operating systems may also limit the use of cookies and similar technologies, and your choices on the Site may not override those more limited settings on such mobile devices. Details about how Google uses information from sites or apps that use its services can be found [here](#).

*Notifications and Alerts.* When using the App you may receive notifications, alerts, emails, and other electronic communications from us or sent on our behalf or by a Third Party Partner or Infrastructure Provider. We may need to provide you with certain communications, such as service announcements or administrative messages. You agree to the receipt of these communications. We, or a Third Party Partner or an Infrastructure Provider, may send you communications to inform you about products, services, or new features that you may be interested in. You may opt out of receiving such communications through either going to your account settings and adjusting your communication preferences or by following directions to opt out or unsubscribe contained in the communication.

## **Changes to this Privacy Policy**

Your use of this Site or the Services constitutes your acceptance of the terms of this Privacy Policy, as may be amended or revised by us from time to time. The date of the latest revision will be noted at the beginning of this Privacy Policy. Any use of the Site or Services after an update shall be deemed your acceptance of the updated Privacy Policy. Please consult the Site and the Privacy Policy regularly for any changes.

## **Contact Us**

If you believe we or any of our Affiliates have misused any of your information please contact us immediately to report such misuse.

To contact us regarding this policy and our related privacy practices, please contact us at:

Attn: Privacy Officer

Email: Jennifer.Mashura@pgba.com

Telephone: (803) 763-6623

Paper: PO Box 100134, AG-A07, Columbia 29202

## **Appendix A – State and Foreign Law Notices**

### **CALIFORNIA**

In accordance with California law, we will not share information we collect about California residents with nonaffiliated third parties except as permitted by law, such as with the consent of the customer, to service the customer's accounts, or to fulfill rewards or benefits. We will also limit the sharing of information about you with our affiliates to the extent required by applicable California law.

### **NEVADA**

If you are a Nevada resident, we are providing you with this notice in accordance with Nevada law. You may be placed on our internal Do Not Call List by contacting us using the contact information provided in this Privacy Policy. Nevada law requires that we also provide you with the following contact information:

Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; e-mail: BCPINFO@ag.state.nv.us

### **GENERAL**

If you are a resident of a state with applicable consumer privacy laws, you may have the following rights:

- To confirm whether we process your personal information;
- To access and/or correct inaccuracies in your personal information;
- To receive a copy of your personal information in a portable and, to the extent technically feasible, readily usable format;
- To delete your personal information that we have obtained;
- To opt out of the sale or sharing of your personal information; or
- To opt out of the processing of your personal information for purposes of (a) targeted advertising, or (b) automated decision-making or profiling in furtherance of decisions that significantly affect you.

If you are a resident of a state that requires specific consent prior to processing your sensitive personal information for certain purposes, we will obtain such and you can withdraw your consent upon request. The above rights may be exercised by submitting a request to Company using the Company contact information provided in this Privacy Policy.

We may request additional reasonably necessary information to verify your identity before fulfilling a request pursuant to the above rights. All requests will be considered and responses provided within the time period required by applicable law. In the event that certain information is exempt from such requests, we may deny a request in whole or in part, in which case you may have the right to appeal the decision. In such a case, we will provide you with information regarding such appeal.

### **Notice for Users Outside of the United States**

You should be aware that the United States and other countries have not harmonized their privacy regulations. Because the Site and the Services are intended specifically for users in the United States, we have written this Privacy Policy to satisfy requirements of the laws of the United States. By using the Site and the Services, you agree to the level of privacy protection set out in this Privacy Policy.