

**SPORTS & FITNESS INSURANCE CORPORATION  
PRIVACY AND DATA SECURITY POLICY**

**COMMITMENT TO DATA PRIVACY AND PROTECTION**

Protecting the security and privacy of your personal data is important to Sports & Fitness Insurance Corporation, its parent corporation, sister corporations, subsidiaries, carriers, reinsurers, actuaries, and affiliates (hereinafter SFIC); therefore, we conduct our business in compliance with applicable laws on data privacy protection and data security. We hope that the policy outlines below will help you understand what data SFIC may collect, how SFIC uses and safeguards that data, and with whom we may share it.

**PERSONAL DATA COLLECTED**

SFIC collects the following types of information from consumers, business, and Web Sites Users:

**PERSONALLY IDENTIFIABLE INFORMATION**

SFIC may receive and store any information that you enter on any of its Web Sites or provide to SFIC in any other way that would help to identify you or your organization or help contact you or your organization (collectively "Personally Identifiable Information"). The Personally Identifiable Information that you provide will be used by SFIC only in accordance with this Privacy Policy.

Examples of Personally Identifiable Information SFIC may collect from you and use are:

- your name, address, phone number(s), e-mail address, date of birth, nationality and gender if you are otherwise asked to provide such information;
- the e-mail addresses of those who post comments, stories, photos, videos and other content on the Web Sites;
- the names and e-mail addresses of those who communicate with SFIC by e-mail;
- information you provide to SFIC in surveys, in connection with contests or sweepstakes which SFIC sponsors and/or in response to solicitations for photographs, ideas or stories for use on a Web Sites or in our Newsletters;
- information you provide to SFIC in the entry form for some sweepstakes and contests offered on the Web Sites and information provided by winners of those sweepstakes and contests for a required background check or for tax purposes;
- in certain circumstances, payment and identity verification information, such as credit card number, social security number (or comparable national identifier) and driver's license number when needed for payment information in connection with a purchase made;
- information about your family or friends, including, but not limited to, the name, address, phone number(s), e-mail address, date of birth, nationality and gender of any family member or friend, that you provide;
- information you provide about yourself, including, but not limited to your name, e-mail address, date of birth, nationality, gender and preferences, that you provide;
- information you provide about yourself when you post to our Web Sites, provide information for our newsletter or submit any application;
- information you provide about yourself and/or business related to an application, quote, inquiry, binder, endorsement, renewal, incident report, claim, survey, inspection, loss history, actuarial data, cancellation, rescission, and any other information retained for a lawful purpose related to insurance, reinsurance, and premium financing.

You can choose not to provide SFIC with certain Personally Identifiable Information, but then you may not be able to take advantage of our Web Sites, newsletter, or receive an insurance quote or coverage, enter into a sweepstakes or contest on any of the Web Sites, participate in various promotional opportunities or receive e-mail alerts or newsletters.

### **EMAIL COMMUNICATIONS**

When you send an e-mail to SFIC, either through the button on Web Sites or otherwise, SFIC may retain your e-mail address and the contents of the e-mail that you send. This Privacy Policy does not apply to content, business information, ideas, concepts or inventions that you send to SFIC by e-mail. If you want to keep the information in your e-mail(s) or posting(s) private or proprietary, please do not send such information in an e-mail or otherwise post such information to SFIC. To help SFIC make its e-mails more interesting and helpful, SFIC also may receive a confirmation when you open an e-mail from SFIC if your computer supports this type of program.

### **CALIFORNIA PRIVACY POLICY RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1798.83**

If you are a resident of California ("California Users"), in addition to the rights set forth in this Privacy Policy, you generally have the right to request information from SFIC regarding the manner in which SFIC shares certain categories of Personally Identifiable Information with third parties for their direct marketing purposes.

Under the law, however, a business is not required to provide this information if it adopts and discloses to the public (in its privacy policy) a policy of not disclosing customer's personal information to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure, as long as the business maintains and discloses this policy. Rather, the business may comply with the law by notifying California Users of their rights to prevent disclosure of personal information and providing a cost free means to exercise that right.

Please note that SFIC is only required to respond to one request per customer each year. SFIC is not required to respond to requests made by means other than through this e-mail address: [bsimpson@sportsfitness.com](mailto:bsimpson@sportsfitness.com)

### **NO RIGHTS OF THIRD PARTIES**

This Privacy Policy does not create rights enforceable by third parties.

### **DATA COLLECTION USE**

When you provide SFIC with your Personally Identifiable Information, SFIC may use it to manage SFIC's registry of Registered Users, facilitate communication between SFIC and you and/or between Registered Users of the Web Sites, notify you of features or special events and provide you with other information SFIC feels may be of interest to you. SFIC may also use your information for any other legal insurance purpose, including but not limited to an insurance coverage inquiry, quote, binder, endorsement, renewal, incident report, claim, cancellation, rescission, actuarial data, loss history, premium financing, reinsurance, etc. SFIC also uses information collected to customize, analyze, adjust and improve the Web Sites to meet SFIC's users' needs and expectations. SFIC also may use the information to prevent fraud and other prohibited or illegal activities and for other legally permissible purposes. These uses of your Personally Identifiable Information may include, without limitation, the following:

#### **Insurance Processes and Purpose**

SFIC may retain and use your Personally Identifiable Information for any lawful insurance,

Reinsurance, actuarial, or premium finance process or purpose. In doing so, SFIC may also retain and use the information to develop new products and services.

**Profiles** . If you register to become a Registered User of any Web Sites, the information that you provide to SFIC may be stored in one or more profiles. These profiles, or a portion thereof, may be viewed by other visitors, including, but not limited to those who are not Registered Users of the Web Sites.

**E-Newsletters** . If you register at any of the Web Sites, you may choose to receive a newsletter via e-mail from SFIC which may include information such as highlights from different areas on any of the Web Sites and information about new features. You can unsubscribe from the newsletter at any time by clicking on the “unsubscribe” link at the bottom of any e-mail newsletter sent to you and following the instructions. You also may unsubscribe at any time by logging in to the applicable Web Sites where you created your profile and changing your preferences.

**Aggregate Information.** The aggregate information collected by SFIC also is used to create profiles of the audience for the Web Sites that include anonymous statistical demographic information but no Personally Identifiable Information. This aggregated information is used to, among other things, determine trends and needs and supply market research to potential advertisers and partners to help them understand the Web Sites’ audiences. For example, SFIC may create a report that tells advertisers that sixty percent of SFIC’s Registered Users are females in a certain age range, so that they can determine which of their products or services are most appropriate for SFIC’s Registered Users. SFIC may also use aggregate information for any lawful insurance, reinsurance, actuarial, or premium finance purpose.

#### **WITH WHOM SFIC SHARES INFORMATION**

Personally Identifiable Information collected is shared among and used by SFIC, its parent corporation, sister corporations, subsidiaries, carriers, reinsurers, actuaries, and affiliates (collectively “SFIC) for many purposes including promotional, marketing, and operation uses. SFIC may also take your Personally Identifiable Information and make it non-personally identifiable, either by combining it with information about other individuals and business or by removing characteristics. Given the nature of this information, there are no restrictions under this Privacy and Data Protection Policy upon the right of SFIC to aggregate or de-personalize your personal information, and SFIC may use and/or share with third parties the resulting non-personally identifiable information in any way.

SFIC reserves the right to use your Personally Identifiable Information to send you periodic e-mailings with information on new products and services, updates to SFIC’s Web Sites or upcoming events.

You may at any time “opt out” of having your Personally Identifiable Information as part of SFIC’s marketing mailing list or otherwise (see “Opting Out” below).

From time to time, in SFIC’s sole discretion, SFIC may use your Personally Identifiable Information to send you important administrative information regarding the Web Sites and related services or changes to SFIC’s Terms and policies. Because this information may be important to your use of the Web Sites and related services, you may not opt out of receiving such communications.

SFIC may retain other companies and individuals to perform functions consistent with SFIC’s Privacy Policy on SFIC’s behalf. Examples include customer support specialists, web hosting companies,

fulfillment companies (e.g., companies that fill product orders or coordinate mailings), data analysis firms and e-mail service providers.

Often times, sweepstakes, contests and giveaways (together, "Contests") offered on the Web Sites are sponsored by unaffiliated third parties. Information that you provide as part of an entry into a Contest sponsored by an unaffiliated third party will be shared with the sponsor if SFIC advises you of such in the Contest's official rules. Some Contests also may require consent to the release of information contained within the entry form for background check purposes or tax purposes if you become a winner. You should carefully review the official rules of each Contest that you enter as they may contain additional important information about SFIC's or the Contest sponsor's use of your Personally Identifiable Information.

SFIC may disclose any information, including without limitation Personally Identifiable Information that SFIC deems necessary, in its sole discretion and without your prior permission, to comply with any applicable law, regulation, legal process or governmental request. SFIC also may exchange information, including without limitation Personally Identifiable Information, with other companies and organizations for credit fraud protection, risk reduction and related activities or to protect the rights, property or safety of SFIC and its agents, employees or affiliates or others. SFIC reserves the right to disclose a user's Personally Identifiable Information if SFIC believes the user is in violation of SFIC's Terms of Use, even without a subpoena, warrant or other court order.

In the event of a sale, merger, liquidation, dissolution or sale or transfer of substantially all of the assets of SFIC or any Web Sites, personal Information and/or other information collected about you from the Web Sites may be sold, assigned or transferred to the party acquiring all or substantially all of the equity and/or assets of SFIC or any Web Sites in order to permit the party to continue the operation of the applicable Web Sites, including the Registered User Areas. Subject to your ability to opt-out, you consent to the sale and transfer of your information as described in this paragraph.

#### **LIMITATION OF DATA COLLECITON USE**

SFIC does not sell or share any Personally Identifiable Information with any organization or persons that is not a parent corporation, sister corporation, subsidiary, carrier, reinsurer, actuary, and/or affiliate.

#### **WEB SITES/FACEBOOK/TWITTER/ AND OTHER PERSONAL MEDIA TERMS OF USE**

Any use of SFIC's Web Sites(s), Facebook Pages or Groups, Twitter, and other Personal Media Outlets (collectively "Web Sites") is subject to these Terms of Use. These Terms of Use may be amended, modified, or replaced by other terms and conditions without any prior notice. Use of the Web Sites signifies consent to the present Terms of Use.

All materials on the Web Sites are the property of SFIC unless otherwise specified. NO material from these pages may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. The use of any such material on any other Web Sites or networked computer environment is prohibited.

#### **NON-PERSONAL DATA COLLECTED AUTOMATICALLY**

When you access or Web Sites or submit documentation to our offices in any form, we may automatically collect non-personal data (i.e. type of internet browser and operating system

used, domain name of the Web Sites from which you came, number of visits to our Web Sites, average time spent on our Web Sites, pages viewed on our Web Sites, etc). We may use this data and share it with our affiliates to monitor the attractiveness of our Web Sites, application process, and services and to improve our performance and content.

#### **COOKIES INFORMATION STORED AUTOMATICALLY ON YOUR COMPUTER**

When you view one of our Web Sites, we may store some data on your computer in the form of a "Cookie" to automatically recognize your PC next time. Cookies can help us in many ways. If you do not wish to receive cookies, please configure your internet browser to erase all cookies from your computer's hard drive, block all cookies, and/or to receive a warning before a cookie is stored.

#### **SERVICES**

The Web Sites contains specific information and software, as well as related documentation for viewing and downloading. SFIC may stop the operation of the Web Sites in full or in part at any time. Due to the nature of the internet and computer systems, SFIC cannot accept any liability for the continuous availability of the Web Sites.

#### **REGISTRATION AND PASSWORD**

Some pages of the Web Sites may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. SFIC reserves the right to deny registration to any User. SFIC is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password protected area by blocking its User Data.

For registration, the User shall give accurate information and, where such information changes over time, update such information without undue delay. The User shall ensure, that its e-mail address, as supplied to SFIC, is current at all times and an address at which the User can be contacted.

Upon registration, the User will be provided an access code, comprising a User Id and Password ("User Data").

The User shall ensure that User Data is not accessible by Third Parties and is liable for all transactions and other activities carried out under its User Data. If and to the extent the User becomes aware that third parties are misusing its User Data, the User shall notify SFIC thereof without undue delay in writing or, as the case may be, by email. After notice, SFIC will deny access to the password protected area under such user Data. Access by the User will only be possible again upon the User's application to SFIC or upon new registration.

#### **RIGHTS OF USE TO INFORMATION, SOFTWARE, AND DOCUMENTATION**

The use of any information, software and documentation made available on or via the Web Sites is subject to these Terms of use or, in case of updating information, software, or documentation, subject to the applicable license terms previously agreed to with SFIC. Separately agreed to license terms, for example software downloads, shall prevail over these Terms of Use.

SFIC grants User a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to the User on or via the Web Sites to the extent agreed, or in the event of such agreement to the extent of the purpose intended by SFIC in making same available.

Software shall be made available at no expense in object code. There shall be no right for the source code to be made available.

Information, software, and documentation may not be distributed by the User to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the User shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof.

The information, software, and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. THE User shall observe such laws and in particular shall not modify, conceal, or remove any alphanumeric code, marks or copyright notices either from the information or from the software or documentation, or any copies thereof.

#### **INTELLECTUAL PROPERTY**

Notwithstanding the contents above, information, brand names and other contents of the SFIC Web Sites may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of SFIC.

Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.

SFIC may, without charge, use any ideas or proposals stored by a User on the SFIC Web Sites for the development, improvement and sale of its products.

#### **DUTIES OF USER**

In accessing or using the SFIC Web Sites the User shall not

- Harm other persons, in particular minors, or infringe their personal rights;

- Breach public morality in its manner of use;

- Violate any intellectual property right or any other proprietary right;

- Upload any contents containing a virus, so called Trojan Horse, or any other program that could damage data;

- Transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or

- Distribute advertising or unsolicited emails (so called "spam") or inaccurate warning of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

SFIC may deny access to the SFIC Web Sites at any time, in particular if the User breaches any obligation arising from these Terms of Use.

#### **USE OF WEB SITES APPLICATIONS**

Users of the SFIC online system and other applications on the Web Sites that enable the purchase of products and services who choose to use credit cards for payment are required to provide information about themselves and their card. We use this information to establish credit for billing.

#### **HYPERSLINKS**

THE SFIC Web Sites may contain hyperlinks to the web pages of third parties. SFIC shall have NO LIABILITY for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as SFIC does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the User. SFIC reserves the right to terminate any link or linking program at any time. SFIC does not endorse companies or products to which it links and reserves the right to note as such on its Web Sites. If you decide to access any of the third party Web Sites linked to the Web Sites, you do this entirely at your own risk.

**LIABILITY FOR DEFECTS OF TITLE OR QUALITY**

Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful misconduct or fraud.

The information on the SFIC Web Sites may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases. The required performance of the products shall therefore be mutually agreed in each case at the time of purchase.

**OTHER LIABILITY, VIRUSES**

The liability of SFIC for defects in relation to quality and title shall be determined in accordance with the provisions above regarding Terms of Use. Any further liability of SFIC is excluded unless required by law. The damages in case of breach of fundamental contractual obligations are limited to the contract-typical foreseeable damage if there is no willful misconduct or gross negligence.

Although SFIC makes every endeavor to keep the SFIC Web Sites free from viruses, SFIC cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner downloading any information, software or documentation.

Nothing above is intended to imply any changes to the burden of proof to the User's disadvantage.

**COMPLIANCE WITH REGULATIONS**

If the User transfers information, software and documentation provided by SFIC to a third party, the User shall comply with all applicable national and international regulations.

The User shall indemnify and hold harmless SFIC from and against any claim, proceeding, action, fine, loss, cost and damage arising out of or relating to any noncompliance with regulations by the User, and the User shall compensate SFIC for all losses and expenses resulting thereof.

SFIC's obligation to fulfill an agreement is contingent upon compliance with any national and foreign regulations.

**DATA PRIVACY PROTECTION**

For collection, use, and processing of personally identifiable data of the User of the SFIC Web Sites, SFIC shall comply with application laws on data privacy protection and the SFIC Web Sites Data Protection Privacy Policy, which is available below.

## **SUPPLEMENTARY AGREEMENTS, PLACE OF JURISDICTION, APPLICABLE LAW**

Any supplemental agreement requires the written form.

The place of jurisdiction shall be the State of Mississippi, County of Madison regardless of the User's physical location.

The individual pages of the SFIC Web Sites are operated and administered by SFIC and/or its affiliates. The pages comply with the applicable law. SFIC makes no representations that information, software and/or documentation on the SFIC Web Sites are appropriate or available for viewing or downloading at locations outside of the United States. If Users access SFIC's Web Sites from outside of the United States, they are exclusively responsible for compliance with all applicable laws. Access to SFIC's Web Sites information, software and/or documentation from countries where such content is unlawful is prohibited.

These Terms of Use shall be governed by – and all disputes relating to or in connection with these terms of Use or their subject matter shall be resolved in accordance with – the law of the State of Mississippi, County of Madison, United States of America.

### **WEB BEACONS**

During your use of the Web Sites, you may encounter Web Beacons, which may come from SFIC or from third parties that advertise or provide content on the Web Sites. A "Web Beacon" (sometimes also called a "web bug" or "clear gif") is a small graphic image in a web page, a web-based document or an e-mail message that generally allows the party that set the Web Beacon to monitor certain information about the viewer of the web page, web-based document or e-mail message and may allow access to certain cookies. Web Beacons are usually invisible to the user because they are very small (generally 1-by-1 pixel). In general, however, any electronic image viewed as part of a web page, including an advertisement, can act as a Web Beacon. Web Beacons on the Web Sites typically collect the URL of the page from which the Web Beacon originates, the type of browser requesting the Web Beacon, the IP address of the computer to which the Web Beacon is sent and the time that the Web Beacon was viewed. Certain Web Beacons used by third party advertisers or content providers may collect information that allows such third parties to determine how many people are viewing and/or clicking on certain advertisements or viewing certain content for purposes of helping these parties serve and manage their advertisements and content. These Web Beacons do not collect or store Personally Identifiable Information but they may, however, be used in conjunction with cookies to identify certain aggregate information about users.

### **INFORMATION COLLECTED BY THIRD PARTIES**

SFIC may allow third parties to display advertisements on the Web Sites. SFIC and these third parties may use tracking technologies, such as cookies and Web Beacons, to collect information about users who view or interact with these advertisements and connect to the Web Sites.

### **AD SERVERS**

SFIC, its subsidiaries, parents, partners, affiliates and/or advertisers may use third party ad servers to serve or present the ads that appear on the Web Sites and to conduct research about the advertisements. Any of these ad servers may collect non-personal information, such as your browser, operating system, date/time of viewing, IP address and clickstream data. SFIC cannot

control the activities of such advertisers or Web Sites. PLEASE NOTE THAT THIS POLICY DOES NOT COVER THE COLLECTION AND USE OF INFORMATION BY SUCH AD SERVERS.

#### **LINKS TO OTHER WEB SITES**

SFIC's Web Sites contain links to other Web Sites. SFIC is not responsible for the privacy practices or the content of other Web Sites.

#### **CHILDREN**

Our Web Sites are a general audience Web Sites and are not intended for children. By using the Web Sites, you hereby represent that you are at least 18 years old.

SFIC does not knowingly market to, solicit information, accept service or collect information from children. The Web Sites may ask users for their birth dates to ensure that the Web Sites are not collecting information from children or to identify when additional steps may need to be taken in connection with information collected from children under age 18. When a Web Site has actual knowledge that it collects information from children or offers a service directed toward children, it will comply with applicable laws, including the U.S. Children's Online Privacy Protection Act.

#### **RETENTION OF CUSTOMER INFORMATION**

We retain information, including Personal and Business Information, about customers as necessary for business purposes and as required by government regulation. We carefully dispose of records and delete information when retention periods expire.

#### **DATA PROTECTION**

SFIC maintains a variety of commercially reasonable physical, electronic and procedural safeguards designed to protect your Personally Identifiable Information from unauthorized access and disclosure. For example, SFIC uses accepted tools and techniques to protect against unauthorized access to SFIC's systems. You should be aware that SFIC has no control over the security of other Web Sites on the Internet that you might visit or with which you might interact even when a link may appear to another Web Sites from one of the Web Sites.

SFIC wants you to feel confident using the Web Sites but no system can be completely secure. Therefore, although SFIC takes steps to secure your information, SFIC does not promise, and you should not expect, that your personal information, searches or other communications will always remain secure. In the event of a breach of the confidentiality or security of your information, including your Personally Identifiable Information, SFIC will notify you as necessary and if possible so you can take appropriate protective steps. SFIC may notify you under such circumstances using the e-mail address(es) that SFIC has on record for you and/or by regular mail (if available). You also should carefully handle and disclose your Personally Identifiable Information. Please refer to the Federal Trade Commission's Web Sites at <http://www.ftc.gov/bcp/menus/consumer/data.shtm> for information about how to protect yourself against identity theft.

SFIC needs to collect and use certain types of information about people and organizations with whom it deals in order to operate.

This information includes current, past and prospective employees, suppliers, clients/customers, and others with whom it communicates. In addition it may occasionally be required by law to collect and use certain types of information of this kind to comply with the requirements of government departments or other governmental entities.

We regard the lawful and correct information of personal information by SFIC as very important to successful operations, and to maintaining confidence between those with whom we deal and ourselves. We ensure that our organization and its affiliates treat personal information lawfully and correctly. To this end we fully endorse and adhere to all applicable laws regarding Data Protection. Any personal or business information shall be processed fairly and lawfully. We recognize your right to confidentiality and are committed to protecting your privacy. We will not give, loan, or sell any personally identifiable information to any third party, unless legally required to do so. We will however, share information with our affiliates. We may store and process personal information to better understand your needs. In addition, we may use the information to contact you.

Appropriate technical and organizational measures have been taken to prevent any unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Appropriate technical and organizational security measures are also in place to safeguard personal and business information. We use industry standard practices to safeguard the confidentiality of your personally identifiable information. We treat data as an asset that must be protected against loss and unauthorized access. We also employ many different security techniques to protect such data from unauthorized access by users inside and outside of SFIC. However, "perfect security" does not exist on the Internet. Therefore, SFIC can make no warranties either express or implied regarding the confidentiality and privacy of personal or business data collected and maintained.

#### **SECURITY AND INTEGRITY OF INFORMATION**

We treat our data as assets that must be protected against loss and unauthorized access. We employ information security techniques to appropriately protect confidential information from unauthorized access by users inside and outside the company. Access to customer information is limited to those employees who have a legitimate business need for that information.

#### **MODIFICATIONS**

SFIC may change this Privacy and Data Security Policy from time to time based on our need to accurately reflect our collection, processing, and disclosure practices. All changes will become effective immediately and you will not receive notice of these changes.

#### **ACCEPTANCE AND CHANGES**

By using our Web Sites and providing SFIC with personal and business information for business purposes, you and your organization signify your assent to our Privacy and Data Security Policy. If you do not agree to this policy, please do not use our Web Sites and do not do business with SFIC or its affiliates. Please check our Web Sites at [www.sportsfitness.com](http://www.sportsfitness.com) for changes.

## **DATA CONTROLLER**

Should you have any questions or comments regarding data protection and privacy in general or the use of personal data for specific purposes related to advertising, marketing, etc.; please direct your comments or questions to:

Bobbie M Simpson, Esq.  
Sports & Fitness Insurance  
212 Key Drive  
Madison, Mississippi 39110  
Email: [bsimpson@sportsfitness.com](mailto:bsimpson@sportsfitness.com)  
Fax: 601-707-1002

## **APPLICABLE LAWS**

SFIC's Privacy and Data Security Policy is controlled by its offices within in Madison Mississippi, Madison County, United States.

## **TRADEMARK AND COPYRIGHT NOTICE**

The SFIC logo and name and that of its affiliates are Trademark and Copyright protected.

## **CONSENT TO RECEIVE CERTAIN EMAILS**

We send e-mail communications about SFIC products, services, and special offers to customers and others. Each e-mail we send for marketing purposes enables recipients to opt out of receiving further marketing e-mails from SFIC. Opt Out can also be accomplished by printing and forwarding the Opt Out Form found on our Web Sites at [www.sportsfitness.com](http://www.sportsfitness.com). There are certain e-mails SFIC may continue to send to customers. For example, information regarding your current policy, servicing of your current policy, servicing of a current account, servicing of a claim, etc... SFIC also uses e-mail to provide details about customer's accounts and operational information regarding existing products, services and systems. Additionally, SFIC will disclose personal information when it believes in good faith that such disclosure (1) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (2) will help to enforce our Terms of Use; enforce contests, sweepstakes, and promotions; protect your safety or security, including the safety and security of property that belongs to you; and/or protect the safety and security of our Web Sites, SFIC, and/or third parties, including the safety and security of property that belongs to SFIC or third parties. Any time that we send you promotional and operational materials that you have consented to receive, we may accompany those materials with promotional materials covered by the Opt Out.

## **PURCHASE OR SALE OF BUSINESS**

From time to time, SFIC may purchase a business or sell one or more of its businesses (or portions thereof) and your Personally Identifiable Information may be transferred as part of this purchase or sale. In the event that we purchase a business, the Personally Identifiable Information received with that business would be treated in accordance with this Privacy and Data Security Policy. In the event that we sell a business, please consult the new owner regarding the applicable Privacy and Data Security Policy.

## **AVAILABILITY OF PRIVACY AND DATA SECURITY POLICY**

SFIC's current Privacy and Data Protection Policy can be found on our Web Sites at [www.sportsfitness.com](http://www.sportsfitness.com)

## **OPT OUT**

If you wish to Opt-Out of e-mail or other promotion and/or marketing contact from SFIC, you and/or your organization must complete the "Opt Out" form that can be found on our Web Sites at [www.sportsfitness.com](http://www.sportsfitness.com). This form does not however, affect SFIC's ability to contact you regarding operational functions such as servicing your current policy, servicing an outstanding claim, servicing a current account, etc... If you submit the Opt Out form, it may take up to 90 days (unless a shorter time period is required by applicable law) for SFIC to stop using and sharing your information for promotional and marketing purposes. Also, please keep in mind that if you have not consistently used the same postal and email addresses, or if you have used a general change of address process (such as change of address with the US Postal Service) after providing information, systems maintained by SFIC may have varying contact information for you and your organization. Accordingly, it may not always be possible to match your Opt Out choice with the personal or business information we have on file. Please note that various exceptions to this Opt Out have been described herein and that those exceptions apply.

LAST REVISED 05/01/2011