

## **SLTX PRIVACY POLICY**

Your privacy is important to us. As part of our efforts to facilitate and make your experience with the SLTX SMART Platform as user-friendly and enjoyable as possible, we may collect and use certain information you provide to us. This Privacy Policy addresses the collection, use, and disclosure of information that SLTX may gather during your use of the Platform. UNLESS OTHERWISE DEFINED IN THIS PRIVACY POLICY, TERMS USED IN THIS PRIVACY POLICY HAVE THE SAME MEANINGS AS IN THE SMART TERMS OF USE <https://smart.sltx.org/externalBroker/help/Terms-of-Service.pdf>.

Please review the entire policy to learn the types of User information SLTX gathers, how SLTX uses that User information, what User information is disclosed and to what third parties, and how SLTX safeguards your User information.

Please also check back periodically as this Privacy Policy may change from time to time. We will notify you of any material changes by publishing the new Privacy Policy on the Platform. The User information SLTX gathers is and will be subject to the Privacy Policy in effect at the time the information is gathered. Should you have any questions or concerns at any time, please feel free to contact us.

This Privacy Policy applies only to the SLTX Platform. This Privacy Policy does not apply to any products, services, applications, websites, or platforms provided by third parties not directly affiliated with SLTX that you may visit, e.g., via a link provided through the Platform or third party software you may use in connection with the Platform. SLTX does not control the privacy policies of third-party products, services, applications, websites, or platforms to which we may provide links or which may interact with our Platform. We encourage you to learn more about the online privacy and data security policies of third parties directly from such third parties, as their policies may differ from ours.

By submitting your information to us and by using the Platform, SLTX will assume that you have read, understood, and consent to the Agreement, which includes this Privacy Policy, the SMART Terms of Use, and all other applicable SLTX rules and policies. We also assume that you consent to SLTX's use of your information as described in the Agreement. If you do not consent, you should not access or use the Platform.

### **1. Information SLTX Collects**

#### **(a) Personal Information and Non-Identifying Information**

We may ask you for personally identifiable information when using the Platform, for example, when registering as a User. This refers to information about you that can be used to contact or identify you ("Personal Information"). Personal Information includes, but is not limited to, your full name, email address, and any other information that could be used to personally identify you.

We also collect other information that you provide as part of registration and the administration and personalization of your account with us that does not identify you (“Non-Identifying Information”). Non-Identifying Information includes, but is not limited to, your zip code (on its own) and individual preferences. Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your gender only or your viewing preferences).

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the features and functionality of the Platform, to facilitate and complete transactions between you and SLTX, and to communicate with you. We may also use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your account information.

We may also combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other Users to attempt to provide you with a better experience, to improve the quality and value of the Platform, and to analyze and understand how the Platform is used.

**(b) Usage Data**

When you visit the Platform, our servers automatically record information that your browser or device may send whenever you visit a website or use a similar application or online service. The information sent automatically by your device is referred to as “Usage Data.” This Usage Data may include information such as the manufacturer and model of your device; your Internet Service Provider (ISP); your device’s Internet Protocol (“IP”) address (or other device identifier), browser type, and operating system; referring/exit pages; clickstream data; site access times and dates, pages or areas of the Platform that you visit, the time spent on those pages, and information you search for on the Platform; and other statistics.

Usage Data also includes geolocation data. At this time, the Platform does not collect geolocation data.

We use this information for technical administration of the Platform, including to monitor and analyze use of the Platform, to increase the functionality and user-friendliness of the Platform, and to better tailor the Platform to Users’ needs. Usage Data may be non-identifying, or it may be associated with you. Whenever we associate Usage Data with Personal Information, we will treat it as Personal Information.

**2. Collection of Information**

SLTX may use a number of different techniques and technologies to collect Personal Information, Non-Identifying Information, and Usage Data. For example, SLTX may use

cookies, log files, clear gifs, pixel tags, embedded scripts, and/or other technology used to monitor your use of the Platform.

(a) **Forms**

We request certain information from you through the use of forms when you register as a User, complete your User profile, initiate a transaction through the Platform, or communicate with us through the Platform.

(b) **Cookies**

As is regular practice on many online platforms, the Platform uses cookies and other technologies to help us understand which parts of the Platform are more popular and how much time Users spend there. A cookie is a small amount of data that is sent to and stored on your device from our server. Cookies may, for example, allow a User to enter a password less frequently or remember a User's preferences during an online session.

The Platform uses cookies to determine whether a User is logged in and active, to distinguish one User from other Users, and for other business purposes. The Platform may include first-party cookies (i.e., cookies that send data directly to SLTX and agents and contractors acting on behalf of SLTX, including cookies used to monitor, analyze, and administer the Platform). The Platform does not include any third-party cookies (i.e., cookies that send data to our contractors for their commercial use). The cookies on our Platform do not track Internet activity across different websites. Since cookies are now used as industry standard, most devices automatically accept cookies, but you can usually change your device's settings to decline them. If you prefer not to enable cookies, you may choose to disable them; however, please note that certain features on the Platform will not be available to you once cookies are disabled.

(c) **Usage Data**

Usage Data are collected automatically by the Platform's servers and software. For example, because the Platform automatically collects Usage Data for all Users that visit the Platform, your site session will be tracked. You agree that we may collect and use technical data and related information, including technical information about your device, system and application software, and peripherals, to maintain and support the Platform generally.

Additionally, in some of our email messages, SLTX may use a "click-through URL" linked to content on the Platform. When a User clicks onto one of these URLs, the User will pass through our server before arriving at the destination Web page. SLTX tracks this click-through data to help us determine User interest in certain subject matter and measure the effectiveness of these User communications. You can avoid being tracked in this way by not clicking text or graphic links in emails from SLTX.

Finally, we may use clear gifs or pixel tags, which are tiny graphic images, in order: (i) to advise us of what parts of the Platform Users have visited, (ii) to measure the effectiveness of any searches Users perform, and (iii) to enable us to send emails in a format that Users can read

and tell us whether such emails have been opened in order to ensure us that we are sending messages that are of interest to Users.

(d) **Tracking**

**Some Web browsers may be configured to send Do Not Track signals to online platforms, or Users may use similar mechanisms, to indicate a User's preference that certain web technologies not be used to track the User's online activity. The Platform does not accept or process such Do Not Track signals or similar mechanisms. Communications between Users and Public Communications** Please note that if you communicate with another User within the Platform, including through in-site messaging, or if you use any bulletin board, chat room, comment posting feature, or other public communication service, forum, or feature offered through the Platform, or post any information available for viewing by other Users, any of the information that you share will be visible to the User with whom you are communicating or, if you are sharing information publicly, several other Users. The information that you make available can be read, used, and collected by such other Users to send you unsolicited messages outside of the Platform. SLTX is not responsible for the manner in which the Personal Information that you decide to share will be used by other Users.

3. **Use and Sharing of Information by SLTX**

The User information that SLTX collects may be added to our databases and used for business purposes, for a statistical analysis of Users' behavior, for product development, for content improvement, or to customize the content and layout of the Platform. In addition, SLTX will, on occasion, send emails to you about the Platform or third-party products.

SLTX' policy is not to share the User information it collects with third parties other than as specified below, or where a User expressly consents to our sharing of certain information with a third party. We may share User information with third parties under the following circumstances:

(a) **Business Partners and Vendors**

We may employ third party companies and individuals for any of the following: to facilitate the Platform; to provide the Platform or portions of the Platform on our behalf; to perform related services, including without limitation, maintenance services, database management, fulfillment, web analytics, and improvement of the features or functionality; or to assist us in analyzing how the Platform is being used. Under certain circumstances, you may avoid having SLTX share your information with its business partners and vendors by not granting SLTX permission to share your information. Not granting SLTX permission to share your information with its business partners or vendors may limit your access to their services through the Platform.

(b) **Business Transfers**

As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such

transactions, information about Users is often a transferred business asset. In the event that SLTX itself or substantially all of SLTX's assets are acquired, information about our Users may be one of the transferred assets.

**(c) Compliance with Law and Protection of SLTX and Others**

We may release User information when we believe, in our sole discretion, that release is appropriate: to comply with the law, including but not limited to, in response to a subpoena served on SLTX; to enforce or apply the Agreement, including the SLTX Terms and Conditions and other applicable agreements, rules, and policies; to protect the rights, property, or safety of SLTX, our Users, or others; or to prevent activity that we believe, in our sole discretion, may be or may become illegal, unethical, or legally actionable (including exchanging User information with other companies and organizations for fraud protection).

**(d) Aggregate Site Use Information**

We may release aggregate User information (without revealing any Personal Information about you) to advertisers and other third parties in order to promote or describe use of the Platform.

We may release User information to the Texas Department of Insurance or the Texas Comptroller of Public Accounts as required or authorized by the Texas Insurance Code and/or Texas Administrative Code.

**4. International Transfer**

By accessing and using the Platform, you acknowledge and agree that SLTX controls and operates all parts of the Platform from the United States of America and that the Platform is intended for use by Users located in the United States of America. Unless expressly stated to the contrary, SLTX makes no representation that the Platform is appropriate or will be available for use in other locations.

If you access the Platform from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and our Privacy Policy.

**5. Changing or Deleting Your Information**

All Users who have created an account on the Platform may review, update, correct or delete the Personal Information in their registration profile by contacting us. If you completely delete all such information, then your account will become deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes.

**6. Receipt of Communications and Opt-Out**

If you would prefer not to receive marketing or promotional e-mails from us that may relate, for example, to new product or services or offerings, you may opt-out of receiving these communications by writing to us at [news@sltx.org](mailto:news@sltx.org) or by using the opt-out mechanism that is contained in an email, where applicable. Following your opt-out, please be aware that we may continue to contact you by email or postal mail or other means for administrative or informational purposes, including, but not limited to, follow-up messages regarding the administration of your account; any products, services, features or functions you have affirmatively enrolled in or registered to use; goods, services or products you have ordered; or other transactions you have undertaken across the Platform.

## **7. Your California Privacy Rights.**

California residents who have an established business relationship with SLTX may choose to opt out of SLTX's disclosing personal information about them to third parties for marketing purposes. If you do not want us to share your personal information with such third parties, please send us your name, email address, street address and phone number to [TechSupport@sltx.org](mailto:TechSupport@sltx.org). Your opt out request will be processed within 30 days of the date it was received.

## **8. Security**

We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access. For example, we use commercially reasonable security measures such as encryption and firewalls to protect User information. Please note that no security system is impenetrable. Accordingly, we do not guarantee the security of our databases, nor that information you supply won't be intercepted while being transmitted to us over the Internet or other network. Any information you transmit to SLTX, you do at your own risk. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored "personal data" (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting through the Platform in the most expedient time possible and without unreasonable delay, as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

## **9. Children's Privacy**

We are committed to protecting the privacy of children. Users must be at least thirteen (13) years of age to access and use the Platform. Additionally, as stated in the Terms of Use, Users must be at least eighteen (18) years of age, or the age of majority in their jurisdiction if older, to access and use the Platform. By using the Platform, you represent and warrant that you meet the foregoing age requirements and that you agree to and agree to abide by all of the terms and conditions of the Agreement. If SLTX believes that you are under the age of thirteen or that you are not old enough to consent to and be legally bound by the Agreement, SLTX may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the Platform (or any portion, aspect, or feature of them), or (ii) delete any content or information that you have posted through the Platform.

10. **Contacting Us**

If you have any questions about this Privacy Policy, please contact us at:

Surplus Lines Stamping Office of Texas (SLTX)  
805 Las Cimas Pkwy, Suite 300  
Austin, TX 78746

[TechSupport@sltx.org](mailto:TechSupport@sltx.org)