

## Prospective Risk Management Terms of Use & Privacy Policy

Last Updated: 10/1/2018

### **1. Introduction.**

At Prospective Risk Management LLC (“PRM,” “we,” “us,” or “our”), we recognize that your privacy is important. These Terms of Use & Privacy Policy (this “Policy”) discloses the privacy practices for PRM’s website (the “Site”), as well as related services we may offer to you. The Policy also covers how personal and other information that we receive or collect about you is treated. The Policy also provides the terms of your use of the Site.

You acknowledge and agree that, by accessing or using our Site, you are bound by this Policy and any terms of use that may be included on our Site.

We reserve the right to change this Policy from time to time, in our sole discretion. We may notify you about significant changes to the conditions to using the Site and/or in the way we treat personal information, which notice may be through email, to the primary email address you specified in your account, by placing a prominent notice on our Site, and/or by simply updating this Policy. Your continued use of the Site after such modification will constitute your acknowledgement of the modifications and agreement to be bound by the Policy as modified. You should check this page periodically to ensure that you continue to agree with the terms of this Policy.

If you have any questions about this Policy, please direct them to [helpdesk@prm-corp.com](mailto:helpdesk@prm-corp.com).

### **2. Your Representations and Warranties.**

You represent and warrant to us that you are of legal age to form a binding contract, you are entering into this Policy with sound mind and not under duress, and all information you provide to us will be correct, current, and complete.

### **3. Restrictions.**

You agree as follows:

- (a) You shall at all times comply with all applicable laws, rules, and regulations with respect to your use of the Site;
- (b) You shall not use the Site to infringe, misappropriate, or violate any rights of PRM or any third party;
- (c) You shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as may be incidental to your accessing and viewing such materials in your web browser;
- (d) You shall not decompile, reverse engineer, disassemble or create derivative works of the Site;

(e) You shall not remove, alter or obscure any copyright, trademark, patent designations or other proprietary rights notices from copies of materials from the Site;

(f) You shall not interrupt, or attempt to interrupt, the operation of the Website in any way; and

(g) You shall not co-brand, frame, or hyper-link to the Website, or authorize or engage any other party to do any of the foregoing.

#### **4. Types of Information We Collect.**

In order to better provide you with a better user experience on our Site, we collect two types of information about our users: Personally Identifiable Information (“PII”) and Aggregate Information.

(a) Personally Identifiable Information. PII is information that lets us know the specifics of who you are. When you engage in certain activities on this Site, including requesting information and filling in forms, sending us feedback, or otherwise entering information on our Site, we may ask that you provide certain information about yourself. PII may include, but is not limited to, your first and last name, email address, mailing address, phone number, company name, or other demographic information.

(b) Aggregate Information. This is information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our Site and what other sites may have directed you to us. This information, which is collected in a variety of ways, is compiled and analyzed on both a personal and an aggregated basis. This information may include the Site’s Uniform Resource Locator that points to the site you just came from, which URL you go to after visiting our Site, what browser you are using, the length of time you have browsed our Site, which pages you are viewing, and your Internet Protocol address.

#### **5. How We Collect and Use Information.**

We do not collect any PII about you unless you voluntarily provide it to us. However, you may be required to provide certain PII to us when you elect to use certain features and services of the Site. These may include sending us an email message, submitting a form, or transmitting other information.

We will primarily use your PII to provide service offerings to you. We will also use certain forms of PII to enhance the operation of our Site, improve our internal marketing and promotional efforts, statistically analyze Site use, improve our service offerings, and customize our Site’s content, layout, and services. We may use PII to deliver information to you, contact you regarding administrative notices or to respond to correspondence from you, to resolve disputes, to troubleshoot problems, to comply with our legal obligations, or to enforce our agreements with you, including this Policy.

We may also collect certain Aggregate Information. For instance, we may use your IP address to diagnose problems with our servers or software, administer our Site, and/or to gather demographic information.

#### **6. Cookies.**

Depending on how you use our Site, we may store cookies on your computer in order to collect certain aggregate data about our users and to customize certain aspects of your specific user experience. A cookie is a small data text file which is stored on your computer that uniquely identifies your browser.

Cookies may also include more personalized information, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server. We may use cookies to perform tasks such as: monitoring aggregate site usage metrics, storing and remembering your passwords (if you allow us to do so), storing account and advertising preferences that you have set, and personalizing the services we make available to you. We may use these cookies or use trusted third-party services that track this information on our behalf.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. If you turn the cookies off or otherwise choose to browse privately, this will not affect your user experience or the features of our Site. If you experience any such issues, please contact us as [helpdesk@prm-corp.com](mailto:helpdesk@prm-corp.com).

## **7. Release of Information.**

We will not sell, trade, or rent your PII to others except as provided herein or with your advance notice. We may share your PII within our organization or as you direct. Circumstances may arise where for business reasons, we decide to sell, buy, merge, or otherwise reorganize our business in the United States or some other country. Such a transaction may involve disclosure of PII to prospective or actual purchasers, and/or receiving such information from sellers. It is our practice to seek appropriate protection for information in these types of transactions.

We employ or engage other companies and individuals to perform business functions on our behalf. These persons are provided with the PII required to perform their functions, but are prohibited by contract from using the PII for other purposes. These persons engage in a variety of functions, such as providing vendor management and/or human resources services, removing repetitive information from customer and/or vendor lists, and etcetera. PRM also reserves the right to disclose to third parties Aggregate Information for marketing analysis about our users' traffic patterns, site usage information, and related site information, but this will not include any PII.

In addition, we may be, occasionally, required by law enforcement or judicial authorities to provide PII to the appropriate governmental authorities. In such cases, we will disclose PII upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our Site for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe unlawful.

## **8. Updating and Correcting Information.**

You may change any of your PII that you have provided to us in your account online at any time. We encourage you to promptly update your PII if it changes. You may also access and correct your PII and privacy preferences by emailing or writing us at:

Prospective Risk Management  
4348 Southpoint Boulevard, Suite 400  
Jacksonville, Florida 32216  
Attn: Website Support  
Email: [helpdesk@prm-corp.com](mailto:helpdesk@prm-corp.com)

Please include your name, address, and email address when you contact us. You may ask to have the information on your account deleted or removed; however, some information, such as past transactions, logs of technical support calls, or other information may not be deleted. In addition, it may be impossible to completely delete your information without some residual information because of backups.

## **9. Lost or Stolen Information.**

If any of your PII are lost or stolen, you should promptly notify us to enable us to cancel the lost or stolen information and to update our records with changed information.

## **10. Security of Your PII.**

We maintain physical, electronic, and procedural safeguards to guard your PII. Although we use commercially reasonable efforts to protect your PII, we cannot guarantee the security of your PII transmitted to our Site. Any such transmission is at your own risk.

## **11. Children's Privacy.**

This Site is not intended for the use of children under the age of majority within the jurisdiction in which they reside without the supervision and involvement of a parent or guardian. In conformity with the Children's Online Privacy Protection Act of 1998 ("COPPA"), we do not seek or knowingly collect, use, or disclose PII about children under 13 years of age. If we become aware that we have unknowingly collected PII from a child under the age of 13, we will make commercially reasonable efforts to delete such information from our database. If you are the parent or guardian of a minor child who has provided us with PII, you may contact us using the information provided in Section 8 of this Policy.

## **12. Third-Party Links.**

Occasionally, at our discretion, we may include or offer third-party products or services, or otherwise link to third-party websites from our Site. These third-party sites are not under the control of PRM. Therefore, we have no responsibility for or liability for the content or activities of these linked sites. These third-party sites have separate and independent terms and privacy policies, and your use thereof is at your own risk and subject to these separate and independent agreements and policies. Nonetheless, we seek to protect the integrity of our Site and welcome any feedback.

## **13. CAN-SPAM Act.**

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violation.

You may provide your email address in order for us to send information, respond to inquiries, and/or other requests or questions, and send you additional information. In accordance with the CAN-SPAM Act, we agree not to use false or misleading subjects or email addresses, to identify any advertising messages as such, include our physical business address in any email correspondence, monitor third-party email marketing services, if one is used, and honor any opt-out requests as quickly as practical.

If at any time you would like to unsubscribe from receiving future emails, you can reach us using the information provided in Section 8 of this Policy.

## **14. Reliance on Information.**

The information presented on or through the Site is made available for general information purposes. We do not warrant the accuracy, completeness, or usefulness of the information. Any reliance

by you on such information is at your own risk and we disclaim all liability and responsibility arising from such reliance by you or any other visitor to our Site.

**15. Termination of Use.**

We reserve the right to terminate your use of the Site at any time for your violation of this Agreement or any other reason in our sole discretion.

**16. Modifications to the Site.**

We have the right to modify, suspend, or discontinue the Site or any portion thereof at any time, including the availability of any area of the Site. We may also impose limits on certain features or restrict access to any part or all of the Site at any time without notice or liability.

**17. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT: (A) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE SITE, INCLUDING THE SERVERS ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) YOUR INFORMATION, INCLUDING YOUR PII, WILL NOT BE DISCLOSED OR (D) INFORMATION PROVIDED ON THE SITE IS COMPLETE, ACCURATE, ERROR-FREE, OR UP-TO-DATE. IN NO EVENT WILL PRM, ITS AFFILIATES, THEIR LICENSORS, EMPLOYERS, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, ANY LINKED WEBSITES, OR ANY CONTENT ON THE SITE OR LINKED WEBSITES WHETHER BY YOU OR BY ANY OTHER PERSON, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**18. Miscellaneous.**

You should be aware that when PII is voluntarily disclosed in public areas on this Site, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Policy does not apply to such information.

This Policy will be governed by the laws of the State of Florida, notwithstanding any choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located, or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Jacksonville, Florida, and waive any defense of lack of personal jurisdiction, improper venue, or forum non conveniens to a claim brought in such court, except that we may, in our discretion, choose to litigate the action in the county or state where your breach occurred or where you may be found.

PRM's headquarters is located within the United States and this Site is managed and operated solely on servers within the United States. Accordingly, all information you provide to us will be transferred outside of your country of residence and processed in the United States. By accessing and using this Site and providing PII and Aggregate Information, you consent to our collection, transfer, and use of such information in accordance with this Policy.

This Policy sets forth the entire understanding and agreement between us and you regarding its subject matter. If you have any questions or concerns regarding our Privacy Policy, use of your PII, or other privacy practices, please contact us at by using the information provided in Section 8 of this Policy.