



## PRIVACY POLICY

### OUR COMMITMENT TO PRIVACY

Thank you for visiting [www.ascendantgroup.com](http://www.ascendantgroup.com), [www.ascendantinsurance.com](http://www.ascendantinsurance.com), [www.acicompanies.com](http://www.acicompanies.com), and/or [www.ascendantclaims.com](http://www.ascendantclaims.com) (the “Website”) and the Ascendant Mobile Application (the “App”), which are owned and operated by Ascendant Insurance Solutions, and/or its affiliates, Ascendant Underwriters, LLC, Ascendant Commercial Insurance, Inc., Ascendant Claims Services, LLC, or Optima Technology Solutions, LLC (“Ascendant”). Ascendant is one of the fastest growing insurance providers in Florida, and provides services, such as binding coverage, underwriting and pricing insurance policies in connection with Ascendant Commercial Insurance as well as insurance policies offered by third-party insurance carriers (each a “Third-Party Carrier”).

Ascendant recognizes the importance of maintaining your privacy, and as a result, has established this Privacy Policy (“Privacy Policy”). Throughout the Privacy Policy, the terms “we,” “us,” and “our” refer to Ascendant and the terms “you” and “your” refer to any visitor to or user of the Website and/or App, including, but not limited to, visitors and users that are Producers, Authorized Employees, Customers, or Insured Parties each as defined herein). This Privacy Policy is intended to help you understand the types of information we may collect from you or that you may provide when you visit the Website and/or App, and describes our practices for collecting, using, maintaining, protecting and disclosing such information. This Privacy Policy applies to information we collect on or through the Website and/or App, and does not govern information collected from you in any other manner.

***By submitting Personally Identifiable Information (hereinafter “PII”) through the Website and/or App, you: (i) agree to the terms of this Privacy Policy; (ii) expressly represent, warrant, and covenant that you have authorization to use and submit such PII to us through the Website; (iii) you expressly consent to the processing of the PII according to this Privacy Policy; and (iv) you agree to the Terms of Use located at (the "[Terms of Use](#)"). You may choose not to provide certain information to us, but as a result, you may not be able to participate in certain activities or transactions provided on or through the Website and/or App. This Privacy Policy does not change or alter the terms of any other contract, policy or agreement between you and Ascendant.***

## COLLECTION OF INFORMATION

Through the Website and/or App, we provide a platform that allows: (i) users to obtain information about the insurance policies provided by or through Ascendant (“Policy” or “Policies”); (ii) insurance agencies and agents to apply to become authorized by Ascendant to solicit and sell certain Policies to third-parties subject to approval by Ascendant (“Producers”) (such third-parties to whom such Policies will be solicited or sold are referred to herein as “Customers”); (iii) individuals and entities insured under a Policy (“Insured Party or “Insured Parties”) to review and manage, and submit payments in connection with such Policy; and (iv) Producers and their Authorized Employees (as defined herein), through the Agent Portal or App, to submit payments, obtain and submit Policy-related information and documentation, including Policy applications, quote requests, and motor vehicle reports (“MVRs”), and to review, track, and/or manage quote requests, application submissions, binders, issued Policies, Policy renewals as well as Producer’s production goals, Policy sales, and commission. We collect PII solely for the purposes of providing these services and other services that we may offer on or through the Website and/or App from time to time. In addition, we may collect non-personal information in order to operate, maintain, and improve the Website and/or App, our services and other product offerings.

We may collect PII, including but not limited to, Producers’, Authorized Employees’, Customers’ and/or Insured Parties’ contact information (i.e. name, e-mail address, postal address, telephone number), employee identification numbers, government-issued identification numbers (i.e. social security numbers or driver’s license numbers), billing information (i.e., credit card or bank account information), as well as other information such as demographic data (i.e. gender and date of birth) and information specific to the type of Policy requested or purchased, subject to the terms of this Privacy Policy, so that we can: (i) provide Producers and Insured Parties with a username and password to access specialized portions of the Website and/or App, including but not limited to the Agent Portal and the Insured Portal respectively; (ii) process payments through the Website and/or App; (iii) contact you to respond to inquiries related to the Website and/or related to purchasing products and services offered by or through Ascendant or other companies; (iv) review, consider, and/or process applications and supplemental documentation submitted through the Website and/or App, including but not limited to applications submitted by agencies or agents desiring to become Producers, and Policy applications submitted through the Agent Portal; (v) provide Producers and Authorized Employees, through the Agent Portal and/or App, with quotes, binders and endorsements for Policies, MVRs, and related status updates as well as information related to Producer’s Policy sales, commission, and production goals; and (vi) communicate with you to provide you with relevant information about Ascendant and the products and services it offers as well as other information related directly or indirectly to any business or transactions involving an insurance, financial services, or other product or service, including but not limited to, pricing, special promotions and discounts. In all of these cases, we will collect PII from you only if you voluntarily submit such information to us. Further, you agree that you may be contacted based on the information you provide.

We may obtain information, including PII, from third parties and sources other than the Website and/or the App, such as our partners, vendors, credit reporting agencies, and other companies. If we combine or associate information from other sources with PII that we collect through the

Website and/or the App, we will treat the combined information as PII in accordance with this Privacy Policy.

#### The Website Is Not Intended For Use By Individuals Under 18 Years of Age

No one under the age of 18 may provide any personal information on or through the Website and/or App. We do not knowingly collect personal information, including PII, from anyone under 18. If you are under 18, do not: (i) use or provide any information on the Website and/or App or, on or through any of the features available on the Website and/or App; (ii) use any interactive features on the Website and/or App; or (iii) provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from an individual under 18 without verification of parental consent, we will take appropriate steps to delete that information. If you are a parent or guardian and believe we might have any information from or about an individual under 18, please contact us via email at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

To the extent that a minor has posted such content on the Website and/or App, the minor has the right to have this content deleted or removed using the deletion or removal options detailed in this Privacy Policy. If you have any question regarding this topic, please contact us as indicated in the “How to Contact Us” section of this Privacy Policy. Please be aware that, although we offer this deletion capability, the removal of content may not ensure complete or comprehensive removal of that content or information.

#### **SECURITY OF INFORMATION**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of PII, we have put in place reasonable physical, electronic, and managerial procedures in line with generally accepted industry standards to safeguard and secure the PII we collect online and via the Website and App, and we make good faith efforts to store your PII in a secure operating environment.

You must also seek to protect against unauthorized access to any information that you use in connection with the Website and/or App, and you should remember to close the browser when you step away from your computer or cell phone and when you have completed your activities on the Website and/or App. If you choose to create an account on the Website and/or App (an “Account”), including but not limited to an Account for access to the Insured Portal or the Agent Portal, you must treat your user name, password or any other piece of information related to your Account (“Account Information”) as confidential, and except as otherwise stated herein, you must not disclose Account Information to any other person or entity.

A Producer may only disclose Account Information and/or grant access to such Producer’s Account on the Agent Portal and/or App to individuals employed or authorized by such Producer: (i) that are authorized by law, and by each Customer whose PII is contained on such Account, to receive access to all information provided on the relevant Account; (ii) that are

authorized by law to submit requests for Policy quotes, submit Policy applications, issue Policies, or report claims information; (iii) have agreed, in writing, to refrain from disclosing Account Information or any information obtained through the Account to any unauthorized person and to refrain from providing any unauthorized person with access to the Account; and (iv) whose access is necessary in order for Producer to perform its responsibilities under the Producer Agreement and/or gain access to products or services offered via the Website and/or the App. The employees of a Producer that satisfy the requirements described in this paragraph are referred to herein as “Authorized Employees.”

You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. Producers and Authorized Employees should refrain from accessing the Website, Agent Portal, and/or App from public or shared computers or cell phones. When accessing other parts of the Website, you should use particular caution when logging into and viewing your Account, and when submitting PII through the Website and/or the App using public or shared computers or cell phones so that others are not able to view or record your password or other information on your Account or otherwise.

In the event that we determine that there has been a security breach resulting in the unauthorized disclosure of PII to a third party, we will notify individuals whose PII has been so disclosed as required by law.

Unfortunately, no data transmission over the Internet can be guaranteed to be absolutely secure. As a result, while we strive to protect PII you submit to us, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If you believe your PII has been compromised, please contact us as set forth in the “How to Contact Us” section.

## **USE AND SHARING OF INFORMATION**

Ascendant facilitates the sale of insurance and other products offered by Third-Party Carriers and other companies, and offers you the opportunity to conveniently store information on the Website and/or App, including your or your Customer’s contact information, insurance quotes previously obtained, insurance application statuses, Policy summaries, billing statuses and other information. If you request to purchase a Policy offered by a Third-Party Carrier, we will share this information with the Third-Party Carrier, in connection with providing the requested products and services.

Except as provided in this Privacy Policy, or as otherwise permitted or required under law, we reasonably attempt to ensure that we do not intentionally disclose any PII submitted by you through the Website and/or App to any third party without having first received your permission (through your opting in or otherwise agreeing to the disclosure of such information).

We will release information, which may include PII, as required by law to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order or to otherwise

cooperate with law enforcement or other governmental agencies. We will also release specific information, which may include PII, in special cases, such as if there is an attempted breach of the security of the Website and/or App or a physical or property threat to you or others. We also reserve the right to disclose PII or other information that we believe, in good faith, is appropriate or necessary to (i) take precautions against liability, (ii) protect ourselves or others from fraudulent, abusive, or unlawful uses or activity, (iii) investigate and defend ourselves against any third-party claims or allegations, (iv) protect the security or integrity of the Website and/or App and any facilities or equipment used to make the Website and/or App available, or (v) protect our property or other legal rights, enforce our contracts, or protect the rights, property, or safety of others. We may also transfer user information, including PII, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. PII may be physically or electronically transferred to an acquirer, or successor or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets, for the sole purpose of continuing the operation of the Website and/or App. We may provide access to the PII you submit to us, and other information to our contractors who are performing services for us in connection with our Website and/or App or in connection with the products or services that you have requested or we may offer.

We may engage service providers to perform certain business-related functions. In this regard, such service providers will act as our processors and will only process your PII in accordance with applicable law, our written instructions, and as included in any relevant data processing agreement entered into between such processors and us. These processors may not engage sub-processors without our prior consent. We will only engage processors who provide adequate guarantees with regard to the application of appropriate technical and organizational measures as required by applicable law and who ensure the protection of your rights. Additionally, we may use your PII to enforce or apply our Terms of Use and other agreements, including for billing and collection purposes and/or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Ascendant, Third-Party Carriers, Insured Parties, our customers or others as well as any companies with which Ascendant enters into contract to offer or provide products or services.

On occasion, we may collect PII from you in connection with optional offers or promotions. We will share such information with necessary third parties for the purpose of carrying out the special offer or promotion. Your participation in the optional offer or promotion constitutes your consent to such disclosure and use of such PII.

We may disclose the following categories of Personal Information relating to third parties for our business purposes:

- Identifiers;
- Personal information;
- Commercial information;
- Biometric information;
- Internet or network activity information

- Geolocation data;
- Audio, electronic, visual, and similar information;
- Professional or employment-related information;
- Education information; and
- Inferences drawn from other Personal Information.

For purposes of this disclosure, the disclosure of PII can mean its sale for monetary or other valuable consideration. We also reserve the right to use your PII to send you communications regarding changes to this Privacy Policy or the Terms of Use.

## **RETENTION OF INFORMATION**

We will retain your PII for as long as we need it to fulfill the purposes for which we have collected it and/or for the purposes described in this document, or such longer period as may be deemed by Ascendant and/or required by applicable law pertaining to records retention for our industry. We will retain and use information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

We have adopted reasonable physical, technical and organizational safeguards that safeguard against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of the data in our possession. Our policy is to protect and safeguard any PII we obtain in accordance with United States state or federal laws governing the protection of personal information and data. Accordingly, we adhere to practices and policies that aim to safeguard the data.

## **LAWFUL BASIS FOR PROCESSING**

Generally, we process PII provided by visitors through our Website and or App on the basis of consent.

We may also process PII on other bases permitted by applicable laws, including but not limited to when the processing is necessary for us to comply with our legal obligations.

## **YOUR RIGHTS**

At any point while we are in possession of, or processing your Personal Data, you, the data subject, have the following rights:

- Right of access: You have the right to request a copy of the data we hold about you. Please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com) if you wish to access the personal information the Company holds about you.

- Right of rectification: You have the right to correct data we hold about you that is inaccurate or incomplete. If that data has been passed on to a third party with your consent or for

legal reasons, then we must also ask them to rectify the data. Please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com) if you need us to rectify any of your information.

- Right to be forgotten: This is sometimes called the ‘right to erasure.’ In certain circumstances, you can ask for the data we hold about you to be erased from our records. If you want us to erase some or all of your PII, and we do not have a legal reason to continue to process or hold it, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

- Right to restriction of processing: You have the right to ask us to restrict how we process your data. This means we are permitted to store your data, but not further process it. We will keep just enough data to make sure we respect your request in the future. If you want the Company to restrict the processing of your data, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

- Right of portability: We are required to allow you to obtain and reuse your PII for your own purposes across multiple services in a safe and secure way without affecting the usability of your PII. If you want information on how to port your data to another organization, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com). Please note that this right only applies to PII that you have provided to us as the Data Controller and that this data must be held by us by either your consent or for the performance of a contract.

- Right to object: You have the right to object to us processing your PII, even if it is based on our legitimate interests, the exercise of official authority, direct marketing (including data aggregation) and the processing for the purposes of statistics. If you wish to object to the processing of your PII, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

- Right to object to automated processing, including profiling: You have the right not to be subject to the legal effects of automated processing or profiling. If you wish to object to the processing of your PII, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

- Right to review: In the event we refuse your request under any of the above rights, we will provide you with a reason as to why. You will also have the right to lodge a complaint, as outlined below.

- Right to withdraw consent: If you have given us your consent to process your PII but change your mind later, you have the right to withdraw your consent at any time and we must stop processing your data upon request. If you wish to withdraw your consent, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

Please note that the above rights are not absolute, and we may be entitled to refuse requests where exceptions apply. Should we determine that you are not entitled to exercise that right, we will provide you with the reason(s) for the denial. Also, please note that the erasure of your data may be subject to our records retention policy or applicable law. Should the data you seek to have erased fall within an area where we are under a legal requirement to retain such data for a certain period of time, we will retain that data in accordance with our legal obligations.

You may decline to share certain PII with us, in which case we may not be able to provide to you some of the features and functionality of the Website and/or the App.

At any time, you may object to the processing of your PII, on legitimate grounds, except if otherwise permitted by applicable law. If you believe your right to privacy granted by applicable data protection laws has been infringed upon, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com). You also have a right to lodge a complaint with data protection authorities.

## **ELECTRONIC COMMUNICATIONS AND OPTING IN AND OPTING OUT**

When you communicate with us electronically, via e-mail, Website and/or App or otherwise, you consent to our use of the information you have provided, and you further consent to receive electronic communications from us. If you would prefer not to receive such communications, you can opt out of/unsubscribe to our e-mail lists by clicking on the “opt out”/“unsubscribe” line at the bottom of the e-mail you receive from us. You should be aware, however, that (i) it is not always possible to completely remove or modify information in our databases and servers, although we will always make reasonable efforts to do so upon your request, and (ii) we are unable to have your information removed from the records of any third party who has been provided with your information in accordance with this Privacy Policy. Further, if you elect to opt-out of receiving commercial email from us or otherwise modify the nature or frequency of communications you receive from us; it may take up to thirty (30) business days for us to process your request. Additionally, even after you opt-out from receiving commercial messages from us, you will continue to receive administrative messages from us regarding the Website and/or App.

## **COOKIES AND OTHER TECHNOLOGIES**

The Website and/or App may use “cookies” and/or other technologies or files (collectively, “cookies”) to identify how visitors make use of the Website and/or App. Through the use of cookies, we may automatically collect certain non-PII when you visit the Website and/or App, including, but not limited to, the time and date of your visit, the pages that you access, and the number of times you return to the Website and/or App. This information is not used to identify you, but is used in the aggregate to help us improve and enhance the website experience for all of our visitors. If you would prefer not to have such cookies stored on your computer or cell phone, you may modify your browser settings to reject most cookies, or manually remove cookies that have been placed on your computer. However, by so rejecting the cookies, you may be unable to fully access the offerings on the Website and/or App.

We may also automatically collect information through the use of clear gifs (also called Web Beacons and Web Bugs) in selected e-mail messages we send to you. These are tiny graphic files, not visible to the human eye, that are included in HTML-based e-mails and used to let us know which e-mails we send are opened. Clear gifs may also see or read cookies on your computer. This “automatically collected” information may include IP address or other device address or ID, web browser and/or device type, the web pages or sites visited just before or just after visiting the Website and/or App or opening an e-mail message sent by us, and the dates and times of the visit, access, or use of the Website and/or App. When authorized by us, third



parties specializing in monitoring aggregate statistical use of the Website and/or App with whom we contract, may use cookies, our web log files, web beacons, and other monitoring technologies to compile anonymous aggregate data.

Additionally, we may use IP address information to count and track aggregate visits to the Website and/or App, to help diagnose problems with our server, and to administer the Website and/or App. We do not link IP addresses to anything personally identifiable, so while a particular user's session can be tracked, the user remains completely anonymous.

## **OTHER WEBSITE AND LINKS**

The Website and/or App may include links to pages on third party websites, such as Ascendant's social media pages, that we think will be of interest to you and may or may not be operated by Ascendant. These third party websites have separate data collection and privacy practices independent from ours, and Ascendant is not responsible for the policies or activities of such other websites, applications, or companies. Please contact such third parties directly if you have questions about their privacy policies.

## **REVIEWING, CORRECTING OR REQUESTING THAT WE DISCONTINUE USE OF YOUR PII**

If you would like to review the current details of your PII or the PII submitted by you, or if you would like us to either change, or discontinue use of, your PII or other PII submitted by you, please contact us at: [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

Please note that while any changes you make will be reflected within a reasonable period of time, we may retain all information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

You may decline to share certain PII with us, in which case we may not be able to provide to you some of the features and functionality of the Website and/or App.

At any time, you may object to the processing of your PII, on legitimate grounds, except if otherwise permitted by applicable law. If you believe your right to privacy granted by applicable data protection laws has been infringed upon, please contact us at [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com).

## **CHANGES TO THE PRIVACY POLICY**

We encourage you to review our Privacy Policy not just the first time you visit the Website and/or App but periodically afterwards since we may modify our Privacy Policy from time to time. The date of the last update of the Privacy Policy will always be posted below:

**THIS PRIVACY POLICY WAS LAST REVISED ON JUNE 30, 2020.**

If we make any substantive changes to our Privacy Policy in the future with regard to how we use PII, we will incorporate those changes here. Your continued use of the Website and/or App after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please discontinue use of the Website and/or App. Lastly, if Ascendant is sold or merged with another company, your PII and any other PII submitted by you may be included as part of the sale. In this case, your PII and the PII submitted by you will be maintained in the same manner as described in the Privacy Policy unless you're notified that the Privacy Policy has been changed.

## **HOW TO CONTACT US**

If you have any questions or comments about this Privacy Policy, the practices of any of the Website and/or App, or your dealings with Ascendant we encourage you to contact Ascendant at:

Ascendant Insurance Solutions  
P.O. Box 141368  
Coral Gables, FL 33114  
Telephone: (305) 820-4360  
E-mail: [websupport@ascendantgroup.com](mailto:websupport@ascendantgroup.com)