

PRIVACY NOTICE STATEMENT AND CONSENT TO TERMS

Effective Date: 10/11/2022

THIS PRIVACY NOTICE AND CONSENT TO TERMS ("NOTICE AND CONSENT") DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. IT ALSO INCLUDES YOUR CONSENT TO AMERICAN EXCHANGE FUNCTIONS SPECIFIED HEREIN AND DESIGNATES AMERICAN EXCHANGE AS YOUR AGENT OF RECORD. PLEASE REVIEW IT CAREFULLY BEFORE CHECKING AND/OR CLICKING THE "I ACCEPT" BUTTON OR ACCESSING OR UTILIZING AMERICAN EXCHANGE'S SERVICES.

If you have any questions about this Notice and Consent, please contact our Privacy Officer by writing to American Exchange, Attn: Privacy Officer, 605 Chestnut St., Suite 1210, Chattanooga, TN 37450.

WHO WILL FOLLOW THIS NOTICE AND CONSENT

This Notice and Consent, among other things, describes the practices and functions of AE Insurance, LLC (hereafter referred to as, "we," "us," or "American Exchange").

OUR COMMITMENT TO YOUR PRIVACY

We understand that information about you is personal, and we are committed to protecting that information. The Patient Protection and Affordable Care Act (Public Law No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152) (collectively, the "ACA"), and related regulations, including 45 CFR 155.260, allows us to collect Personally Identifiable Information in order to help you enroll for health care coverage.

This Notice and Consent will, among other things, tell you about the ways in which we may use and disclose information about you. This Notice and Consent will also describe your rights and certain obligations we have regarding the use and disclosure of information.

We are required by law to:

- make sure that information that identifies you is kept private;
- give you this notice of our legal duties and privacy practices with respect to information about you; and
- follow the terms of the Notice and Consent that is currently in effect.

Legal Authority to Collect PII

Section 1312(e) of the Affordable Care Act ("ACA") provides that the Secretary of the U.S. Department of Health and Human Services shall establish procedures under which Agents or Brokers may participate in Federally-facilitated Exchanges and State-based Exchanges (each an "Exchange" and, collectively, "Exchanges"). 45 CFR 155.220 provides that Agents and Brokers may enroll individuals in a Qualified Health Plan ("QHP") as soon as the QHP is offered through an Exchange in the State; and may also assist individuals in applying for enrollment in a QHP through the Exchange, Advance Payments of the Premium Tax Credits ("APTCs") and/or Cost-Sharing Reductions ("CSRs"), to the extent that Agents and Brokers are permitted to do so by the State in which they operate.

45 CFR 155.220(d) requires all Agents or Brokers enrolling Qualified Individuals in QHPs in a manner that constitutes enrollment through the Exchange, or assisting Qualified Individuals in applying for QHPs, APTCs and CSRs, to comply with the terms of an agreement between the Agent or Broker and the Exchange (the "Agent/Broker Exchange Agreement").

Pursuant to section 155.220(d) and subject to State law, the Agent/Broker Exchange Agreement establishes the standards and requirements for Agents and Brokers to:

- a. assist Consumers, Applicants, Qualified Individuals, and Enrollees in applying for eligibility for QHPs, APTCs, and/or CSRs; and
- b. enroll Qualified Individuals in a QHP in a manner that constitutes enrollment through an Exchange.

INFORMATION WE MAY COLLECT

Personally Identifiable Information, or "PII", in general refers to information that can be used on its own or with other information to identify you. We may collect, maintain, disclose and use PII about you, including but not limited to your name, address, date of birth, email address, and Social Security Number, only for the functions and purposes stated in this Notice and Consent, unless we obtain your informed consent. PII will only be collected, maintained, disclosed or used to the extent necessary to accomplish a specific business function or purpose. PII will never be used to discriminate against you.

HOW WE MAY USE AND DISCLOSE INFORMATION ABOUT YOU

We may collect, maintain, disclose or use your PII (and PII of your family members) for the following purposes:

- To assist you with a quote for insurance products and assist you with plan comparisons and selection;
- To determine eligibility for premium tax credits/subsidies and cost sharing reductions;
- To assist with enrollment in an insurance plan and other enrollment-related functions;
- Facilitating payment of premium to the appropriate insurance carrier and related tasks, including coordination with organizations involved in the administration of your premium payments, if you are a participant in one or more specific programs, such as state AIDS Drug Assistance Programs (ADAP), 340(b) program administrators and case managers;

- Servicing your selected insurance plan(s);
- For quality assurance purposes;
- Contacting you to assess your satisfaction or resolve complaints; or
- Complying with the law, including but not limited to responding to requests from federal or state governmental agencies or law enforcement or to respond to court or administrative orders, lawsuits, discovery requests or for other related purposes

Information provided by you will be disclosed with your application to the selected insurance carrier(s) and to organizations involved in the administration of your premium payments, if you are a participant in one or more specific programs. We may also share this information with workforce members and licensed agents and brokers who are certified to assist applicants with state or federal Exchange programs.

Other than for the purposes described above, we will not disclose your information to anyone, except with your authorization or as otherwise permitted or required by law.

PII – Is Your Disclosure Voluntary or Mandatory Under the Applicable Law

Disclosure of your PII is voluntary. You are under no obligation to provide this information.

PII – The Effects of Nondisclosure

You may choose not to provide us with your PII; however, failing to provide certain PII may result in a delay of obtaining insurance coverage or prevent you from obtaining insurance coverage, premium tax credits/subsidies, or cost sharing reductions.

Your Rights

You have the right to inspect and amend your information.

You may request that we correct, amend, substitute or delete your information for as long as we maintain the information. You may submit a request to our Privacy Officer in writing or by telephone that includes the PII you wish to correct, amend, substitute or delete and the reasons for making the request, along with any supporting justification or evidence. If we do not agree that the PII should be corrected, amended, substituted or deleted, we will advise you in writing of the denial and let you know how you may appeal the decision. We will require verification of your identity before allowing access to your PII.

You also can obtain a copy of your information or a summary of your information. We may charge you a fee for the costs of copying, mailing or other supplies that are necessary to grant your request.

Under federal law, however, you may not inspect information compiled in reasonable anticipation of, or for use in a civil, criminal or administrative action or proceeding. In some circumstances, you may have the right to have our decision to deny you access to your information reviewed. Please contact our Privacy Officer if you have any questions about access to your information.

You have the right to receive an accounting of certain disclosures of your information.

You have a right to receive an accounting of disclosures of your information we have made for purposes other than disclosures: (1) made to you or based upon your authorization; (2) made to our workforce who have a need for the record in the performance of their duties; and (3) necessary to carry out the functions and purposes described in this Notice and Consent.

To request an accounting, you must submit a written request to our Privacy Officer. You must specify the time period, which may not be longer than ten years after the disclosure or the life of the record, whichever is longer.

You have the right to a paper copy of this Notice and Consent.

You have the right to obtain a paper copy of this Notice and Consent from Us upon request, even if you have agreed to accept this Notice and Consent electronically. To obtain a paper copy of this Notice and Consent, please contact our Privacy Officer.

CHANGES TO THIS NOTICE AND CONSENT

We reserve the right to change this Notice and Consent. We reserve the right to make the revised Notice and Consent effective for the information we already have about you as well as any information we receive in the future. We will post a copy of the revised Notice and Consent on our website: www.americanexchange.com. The revised Notice and Consent will contain the effective date on the first page, under the title of document.

FINANCIAL DISCLOSURE INFORMATION

Financial disclosure information required under federal law and/or contracts to which we are a party is available on our website: www.americanexchange.com.

COMPLAINTS

You may contact Us or the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated by accessing their website at www.cms.gov and reviewing the "How to File a Complaint" link under the Regulations and Guidance tab. To file a complaint with us, contact our Privacy Officer. All complaints must be submitted in writing. No retaliatory actions will be taken against you for filing a complaint.

OTHER USES OF INFORMATION

Other uses and disclosures of information not covered by this Notice and Consent or the laws that apply to us will be made only with your authorization. If you provide us with permission to use or disclose information about you by signing a written authorization, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission.

You may contact our Privacy Officer at:

American Exchange
Attn: Privacy Officer
605 Chestnut Street
Suite 1210
Chattanooga, TN 37450

CONSENT TO AMERICAN EXCHANGE FUNCTIONS; AGENT OF RECORD DESIGNATION

By checking and/or clicking the "I accept" button or by obtaining or utilizing American Exchange's services: (i) you acknowledge and agree that you have been informed of American Exchange's functions and responsibilities with respect to the Exchanges; (ii) you consent to the collection, use and disclosure of your PII for the purposes outlined in this Notice and Consent; (iii) you authorize American Exchange to access, prepare and submit insurance applications on your behalf through the Exchanges; (iv) you authorize American Exchange to communicate with you via telephone, text message (SMS) and/or e-mail in providing services to you, using the contact information you provide to us; and (v) you designate American Exchange as your exclusive agent and broker of record for health insurance purposes, which gives American Exchange the right to receive commission compensation for enrollments completed after the acceptance of this Notice and Consent, the authorization to submit enrollments on your behalf, the ability to contact insurance carriers on your behalf as agent/broker, and the authorization to disclose your PII for purposes of coordination with organizations involved in the administration of your premium payments, if you are a participant in one or more specific programs.

THIS NOTICE AND CONSENT TAKES EFFECT WHEN YOU CHECK AND/OR CLICK THE "I ACCEPT" BUTTON OR BY ACCESSING OR UTILIZING AMERICAN EXCHANGE'S SERVICES. BY CHECKING AND/OR CLICKING ON THE "I ACCEPT" BUTTON OR BY ACCESSING OR UTILIZING AMERICAN EXCHANGE'S SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS NOTICE AND CONSENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO AGREE TO THIS NOTICE AND CONSENT; AND (C) ACCEPT THIS NOTICE AND CONSENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS NOTICE AND CONSENT, DO NOT CHECK OR CLICK ON THE "I ACCEPT" BUTTON.