



## **Benefit Recovery**

### **ONLINE PRIVACY POLICY AGREEMENT**

January 1, 2022

Benefit Recovery (BRSI) values its users' privacy. This Privacy Policy ("Policy") will help you understand how we collect and use personal information from those who visit our website or make use of our online facilities and services, and what we will and will not do with the information we collect.

Our Policy has been designed and created to ensure those affiliated with BRSI of our commitment and realization of our obligation not only to meet but to exceed most existing privacy standards.

We reserve the right to make changes to this Policy at any given time. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page. If at any point in time decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether to permit the use of their information in this separate manner.

This Policy applies to BRSI, and it governs any data collection and usage by us. Through the use of [www.benefitrecovery.com](http://www.benefitrecovery.com), you are therefore consenting to the data collection procedures expressed in this Policy.

Please note that this Policy does not govern the collection and use of information by companies that BRSI does not control, nor by individuals not employed or managed by us. If you visit a website that we mention or link to, be sure to review its privacy policy before providing the site with information. It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent to better understand the way in which websites garner, make use of and share the information collected.

Specifically, this Policy will inform you of the following:

1. What personally identifiable information is collected from you through our website;
2. Why we collect personally identifiable information and the legal basis for such collection;
3. How we use the collected information and with whom it may be shared;
4. What choices are available to you regarding the use of your data; and
5. The security procedures are in place to protect against the misuse of your information.

## **Information We Collect**

It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right not to register you as a user or provide you with any products or services. This website collects various types of information, such as:

- Information is automatically collected when visiting our website, which may include cookies, third-party tracking technologies, and server logs.

In addition, BRSI may have the occasion to collect non-personal anonymous demographic information, such as age, gender, household income, political affiliation, race, and religion, as well as the type of browser you are using, IP address, or type of operating system, which will assist us in providing and maintaining superior quality service.

BRSI may also deem it necessary, from time to time, to follow websites that our users may frequent to glean what types of services and products may be the most popular to customers or the general public.

## **Why Do We Collect Information and For How Long**

We are collecting your data for several reasons:

- To better understand your needs and provide you with the services you have requested;
- To fulfill our legitimate interest in improving our services and products;
- To send you promotional emails containing information we think you may like when we have your consent to do so;
- To contact you to fill out surveys or participate in other types of market research, when we have your consent to do so;
- To customize our website according to your online behavior and personal preferences.

The data we collect from you will be stored for no longer than necessary. The length of time we retain said information will be determined based upon the following criteria: the length of time your personal information remains relevant; the length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations; any limitation periods within which claims might be made; any retention periods prescribed by law or recommended by regulators, professional bodies or associations; the type of contract we have with you, the existence of your consent, and our legitimate interest in keeping such information as stated in this Policy.

### **Use of Information Collected**

BRSI does not now, nor, will it in the future, sell, rent or lease any of its customer lists and/or names to any third party.

BRSI may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and or services that may be available to you from [www.benefitrecovery.com](http://www.benefitrecovery.com).

BRSI may also be in contact with you with regards to completing surveys and or research questionnaires related to your opinion of current or potential future services that may be offered.

BRSI uses various third-party social media features including but not limited to Google Maps, LinkedIn, Facebook, and other interactive programs. These may collect your IP address and require cookies to work properly. These services are governed by the privacy policies of the providers and are not within BRSI's control.

### **Disclosure of Information**

BRSI may not use or disclose the information provided by you except under the following circumstances:

- as necessary to provide services or products you have ordered;
- in other ways described in this Policy or to which you have otherwise consented;
- in the aggregate with other information in such a way so that your identity cannot reasonably be determined;
- as required by law, or in response to a subpoena or search warrant;
- to outside auditors who have agreed to keep the information confidential;
- as necessary to enforce the Terms of Service;
- as necessary to maintain, safeguard and preserve all the rights and property of BRSI.

### **Non-Marketing Purposes**

BRSI greatly respects your privacy. We do maintain and reserve the right to contact you if needed for non-marketing purposes (such as bug alerts, security breaches, account issues, and or changes in BRSI products and services). In certain circumstances, we may use our website, newspapers, or other public means to post a notice.

### **Children under the age of 18**

BRSI's website is not directed to and does not knowingly collect personally identifiable information from, children under the age of eighteen (18). If it is determined that such information has been inadvertently collected on anyone under the age of eighteen (18): we shall immediately take the necessary steps to ensure that such information is deleted from our system's database, or in the alternative, that verifiable parental consent is obtained for the use and storage of such information. Anyone under the age of eighteen (18) must seek and obtain parent or guardian permission to use this website.

### **Unsubscribe or Opt-Out**

All users and visitors to our website have the option to discontinue receiving communications from us by way of email or newsletters. To discontinue or unsubscribe from our website please send an email that you wish to unsubscribe to BRSI. If you wish to unsubscribe or opt out from any third-party websites, you must go to that specific website to unsubscribe or opt-out. BRSI will continue to adhere to this Policy with respect to any personal information previously collected.

### **Links to Other Websites**

Our website does contain links to affiliates and other websites. BRSI does not claim nor accept responsibility for any privacy policies, practices, and or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of every website that collects personally identifiable information. This Privacy Policy Agreement applies only and solely to the information collected by our website.

### **Notice to European Union Users**

BRSI's operations are located primarily in the United States. If you provide information to us: the information will be transferred out of the European Union (EU) and sent to the United States. (The adequacy decision on the EU-US Privacy became operational on August 1, 2016. This framework protects the fundamental rights of anyone in the EU whose personal data is transferred to the United States for commercial purposes. It allows the free transfer of data to companies that are certified in the US under the Privacy Shield.) By providing personal information to us, you are consenting to its storage and use as described in this Policy.

## **Security**

BRSI takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (e.g., credit card information), that information is encrypted and securely transmitted to us. You can verify this by looking for a lock icon in the address bar and looking for "HTTPS" at the beginning of the address of the webpage.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user's personal information under our control.

The company also uses Secure Socket Layer (SSL) for authentication and private communications to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

## **Acceptance of Terms**

By using this website, you are hereby accepting the terms and conditions stipulated within the Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you agree and acceptance of such changes.

## **How to Contact Us**

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number, or mailing address.

Email: [information@benefitrecovery.com](mailto:information@benefitrecovery.com)

Mailing Address: 1111 North Loop West, Suite 1000, Houston, Texas 77008

## **DISCLAIMER**

January 1, 2022

### **Interpretation**

The words in which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

### **Definitions**

For this Disclaimer:

- **Company:** (referred to as either "the Company", "We", "Us" or "Our" in this Disclaimer) refers to Benefit Recovery, BRSI, 1111 North Loop West, Suite 1000, Houston, Texas 77008.
- **Service:** reference to the Website.
- **You:** An individual accessing the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Website:** refers to Benefit Recovery, accessible from [www.benefitrecovery.com](http://www.benefitrecovery.com)

### **Disclaimer**

The information contained in the Service is for general information purposes only.

The Company assumes no responsibility for errors or omissions in the contents of the Service.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or other torts, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents of the Service at any time without prior notice.

### **External Links Disclaimer**

The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company.

Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

## **Errors and Omissions Disclaimer**

The information given by the Service is for general guidance on matters of interest only. Even if the Company takes every precaution to ensure that the content of the Service is both current and accurate, errors can occur. Plus, given the changing nature of laws, rules, and regulations, there may be delays, omissions, or inaccuracies in the information contained on the Service.

The Company is not responsible for any errors or omissions, or for the results obtained from the use of this information.

## **Fair Use Disclaimer**

The Company may use copyrighted material that has not always been specifically authorized by the copyright owner. The Company is making such material available for criticism, comment, news reporting, teaching, scholarship, or research.

The Company believes this constitutes a "fair use" of any such copyrighted material as provided for in section 107 of the United States Copyright law.

If You wish to use copyrighted material from the Service for your purposes that go beyond fair use, You must obtain permission from the copyright owner.

## **Views Expressed Disclaimer**

The Service may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer, or company, including the Company.

Comments Published by users are their sole responsibility and the users will take full responsibility, liability, and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Company is not liable for any comment published by users and reserves the right to delete any comment for any reason whatsoever.

## **No Responsibility Disclaimer**

The information on the Service is provided with the understanding that the Company is not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, it should not be used as a substitute for consultation with professional accounting, tax, legal, or other competent advisers.

In no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in connection with your access or use or inability to access or use the Service.

## **"Use at Your Own Risk" Disclaimer**

All information in the Service is provided "as is", with no guarantee of completeness, accuracy, timeliness, or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability, and fitness for a particular purpose.

The Company will not be liable to You or anyone else for any decision made or action taken in reliance on the information given by the Service or for any consequential, special or similar damages, even if advised of the possibility of such damages.

## **Contact Us**

If you have any questions about this Disclaimer, You can contact Us:

By email: [information@benefitrecovery.com](mailto:information@benefitrecovery.com)

By visiting this page on our website: [www.benefitrecovery.com](http://www.benefitrecovery.com)

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