

# Privacy Policy

Edenred Commuter Benefit Solutions

Updated: April 2020

This Privacy Policy (this "Policy") explains how Edenred Commuter Benefits Solutions, LLC ("Edenred", "we", "us", or "our") collects, uses, and discloses information that we collect through our websites, including [www.commuterbenefits.com](http://www.commuterbenefits.com) (the "Sites"), our mobile applications ("Mobile Application"), and the services we provide to our clients and their employees. As used herein, the terms "you", "your" and "user" refer to all persons and entities accessing the Site, our Mobile Applications, and our Services.

The Site and Mobile Application, and our related services, provide commuter benefits program solutions to our clients and their related administrators and benefits providers ("Clients"), and their employees as well as certain other third parties described herein, to offer a commuter benefits program (collectively, the "Services").

We collect information for our own purposes through the operation of our business, and also collect information provided to us as a service provider to our Clients and their employees as required to provide our products and services. This Policy explains our practices with regard to the information that we collect in both contexts.

## Information Collection

We collect information about our Clients that they provide to us, and also information about their employees in order for us to provide our Services. This information may include certain personal information such as first and last name, home or office address, email address, and phone number (collectively, "Account Information"), and is typically necessary in order to enroll employees in our Services. We collect and store Account Information in accordance with this Privacy Policy, including to provide the Services, for billing purposes, identity verification, communication, and to periodically notify you of news and activities with respect to the Services.

## Information Provided by You

We collect and store information that you voluntarily provide to us in connection with your use of our Services. In order to establish user profiles and use certain products/services, we may ask users to provide us with additional information, including age, date of birth, telephone or mobile phone number, email address, home address, credit card information, bank account information, digital wallet information and truncated Social Security numbers (your "User Profile Information"). Users can use the Services to modify or confirm their user profiles, and to order or manage products and services offered. Certain functions of the Services allow you to upload, submit, disclose, or offer information, content or material (your "Materials"). Please do not provide Social Security numbers to us.

### **Information Automatically Collected**

We automatically collect certain information related to your use of our Site and Mobile Application, such as your IP address, the time, frequency and duration of your visits to our Site, your browser type, and information about your device. We may also collect other data regarding your use of the Services, such as click-stream data, your IP address, access times and the referring website addresses (for additional information, see the section titled "Cookies" below). In addition, through your use of our Mobile Application, we may collect geolocation data.

Your Account Information and User Profile Information are collectively referred to as your "Information."

### **Affiliated Third Party Products and Services**

You may use our Services to order or use products and services that are offered and provided by an affiliated third party. In some cases, we do not have a direct relationship with such third parties. If you choose to use or order third party products and services through our Services, you are authorizing us to share your Information with such third parties for this purpose. Depending on the product or service and the specific third party, the third party may provide information back to us about your use of the product, such as transaction dates and times, locations of transactions and/or balances. We make no representations about and do not have any liability for the privacy practices or policies of any third parties, including third parties described in this section, and are not responsible for their collection, use or disclosure of your Information. If you are submitting Information to any such third party through our Services, you should review and understand that party's applicable policies, including their privacy policies, before providing your Information to the third party.

### **Modifications and Changes to Account Information and User Profile Information and Removing Your Information**

If you have an account with us, you may access, correct, update or remove certain Information that we have about you by logging into your user account. In addition, your employer, as applicable, may update your Account Information from time to time. If you are unable to edit your Information by logging into your user account, please contact us for assistance. Please note that in some situations we are not able to remove or change certain Information.

You may also request that we delete your Information by contacting us at [deletePI@commuterbenefits.com](mailto:deletePI@commuterbenefits.com). However, in some cases we cannot delete all or some of your Information if prohibited, required or permitted by applicable laws, or as necessary to provide Services to you. In some cases we may be prohibited from directly taking action on your request, and may forward your request to your employer or benefit administrator or banks or similar prohibiting organization.

### **Use and Disclosure of Information**

We use your Information to provide the Services and to operate our business. This includes responding to inquiries or service requests, providing information about and marketing our products and the Services, providing technical support, enforcing our agreements and potential violations thereof, investigating fraud, and communicating with you or your employer, where applicable. In addition, we may share your Information and Materials with third parties with whom we have contracted to provide aspects of the Services, or who otherwise perform functions on our behalf to provide the Services, such as our Internet hosting provider and other organizations that provide services to us.

As part of the Services, some users may qualify to participate in reward programs by submitting account information for certain retailer loyalty programs. If you choose to participate in such programs, your Account Information will be used for purposes of calculating rewards and mailing or e-mailing coupons or pre-paid rewards cards to you.

We will not sell, share or rent your Information to third parties other than as described in this Policy, however, we may freely use and disclose de-identified and aggregated information that does not identify you (not linked to any of your personally identifiable individual). We may also use your Information to send you information about products and services offered by us, or related information about third parties, unless you have asked us not to do so.

#### **Other Permitted Disclosure of Information**

We reserve the right to disclose Information to comply with any applicable law, regulation, subpoena, legal process or governmental request, to enforce our agreements, including investigation of potential violations, detect, prevent, or otherwise address fraud, security or technical issues, and to protect against harm to the rights, property or safety of Edenred, our users, Clients or the public as required or permitted by law.

We may disclose information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you). In addition, if you opt for direct deposits of claim reimbursements or applicable refunds, in your bank account or digital wallet information we will share certain Information with financial institution or digital wallet service providers in order to facilitate such deposits.

If you use our Services in connection with your employment with one of our Clients, we may disclose your Information to our Client (your employer and their related benefit administrators and providers) in connection with our Services, and as otherwise directed by you or with your consent.

If the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the Services to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may transfer your Information to the new owner. In such a case, unless permitted or otherwise directed by applicable law, your information will remain subject to the terms of the applicable privacy policy in effect at the time of such transfer.

**Protection of your Information**

We are committed to protecting the security of the personal information you provide to us via the Services. We have implemented reasonable technical and organizational measures designed to deter unauthorized access, destruction, use, modification, or disclosure of your personal information. Regardless of these precautions, no data transmitted over the Internet or any other public network can be guaranteed to be 100% secure. We cannot ensure or warrant the security of any Information you transmit to us and you provide all such Information to us at your own risk.

You are responsible for maintaining the security of your User Profile Information, including your login credentials, and for any and all activities that occur under your account. Do not share your login information with anyone. We will never ask you to send your password or other sensitive information to us by email, though we may ask you to enter this type of information into the Services. If you believe someone has obtained unauthorized access to your account, please change your password immediately and notify us at: [customerservice@commuterbenefits.com](mailto:customerservice@commuterbenefits.com).

**Choice and Opt-Out; Surveys and Other Information Gathering Activities**

You may "opt-out" to receive marketing communications from us or our affiliated third parties. If you opt-in to receiving marketing communications from affiliated third parties, you authorize us to share your information with such third parties.

If you no longer wish to receive our marketing communications, you may opt-out at any time by following the instructions included in each communication. Please understand that if you choose not to receive marketing communication from us, we may still contact you in connection with your relationship, activities, transactions and communications with us in connection with our Services.

From time to time, we may provide you the opportunity to participate in surveys and other information gathering activities to obtain information and feedback regarding our Services and potential new products or services. Participation in these surveys and activities is completely voluntary and you will generally be provided a choice to participate anonymously. Information obtained from such surveys and activities may be used by us to consider enhancements or improvements to the Services, for future product development or for other purposes pertaining to the Services or our business, without compensation to you.

**Links to Other Websites**

The Services may contain links to other third party websites over which we have no control. We are not responsible for the privacy policies or practices of other websites. You should review their privacy policies to understand how they collect, use, share, and protect any information that you choose to provide to them. This Policy applies solely to the information collected through our Services and does not apply to any information collected by linked websites or the use of any your information by any third party through such linked websites.

## **Cookies and Analytics**

"Cookies" are simple text files stored on your computer for use by a browser. Certain Site features may only be available through the placement of a cookie. Like most websites, our Site and Services use "cookies" to assist in data collection and to track visitor usage and trends to help us better serve you. Most Internet browsers permit a user to accept, decline or delete cookies. This Site works with a first party cookie that collects anonymous traffic data at the Site. We use persistent cookies to store information about how you came to the Site, determine what part(s) of the Services you use, and to make it easier for you to navigate the Site and Services. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided by your Internet browser. We may contract with third-party service providers that also use cookies to help us understand usage of our Site and Services. These service providers are not permitted to use the information collected on our behalf for their own purposes. You can learn more about cookies and how they work at [www.allaboutcookies.org](http://www.allaboutcookies.org). You can always disable cookies through your browser settings. Doing so, however, may disable certain features on our Site. You can opt-out from third party cookies that are used for advertising purposes on the NAI website at [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

We use analytics partners to collect certain non-personally identifiable information about how our Site is used. Currently, we use Google Analytics as our analytics partner. Google Analytics uses cookies to help us understand how visitors use our Site and to compile reports on website activity. To learn more about how Google Analytics handles your non-personally identifiable information and how they interact with our Site, please visit <http://www.google.com/analytics/terms/us.html>, as we have no ability to control or monitor Google Analytics' data collection or data use practices with respect to such information. For information on how to opt-out of Google Analytics, please visit <https://tools.google.com/dlpage/gaoptout/>.

At this time, our Site does not respond to browser "do not track" signals.

## **Children Under 16**

The Site and our Services are not intended for use by children under 16 years of age, and we do not knowingly collect personal information from children under 16. We request that all visitors under 16 to the Site and Services not disclose or provide any personal information. Upon notification that a child under 16 has provided us with personal information, we will delete the child's personal information from our systems.

## **Changes to Privacy Policy**

Each time you use the Site, Mobile Application, or our Services, the current version of this Privacy Policy will apply. When you use the Site, Mobile Application or our Services, you should check the date of this Privacy Policy (which appears at the top of this Privacy Policy) and review any changes since the last version. Unless stated otherwise, our current Privacy Policy applies to all Information that we have about you. Continuation of your use of the Site, Mobile Application, or our Services shall be considered acceptance of any changes to the Privacy Policy.

We will not materially change our policies and practices to make them less protective of your privacy without the consent of affected users where required by applicable law.

### **Governing Law**

This Privacy Policy is governed by the laws of the Commonwealth of Massachusetts, U.S.A. without giving effect to any principles of conflict of law.

### **Notice to California Residents**

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by the Company to third parties for the third parties' direct marketing purposes. With respect to these entities, this Privacy Policy applies only to their activities within the State of California. To make such a request, please send an email to [customerservice@commuterbenefits.com](mailto:customerservice@commuterbenefits.com) or write to us at the address listed below.

### **CA Residents**

### **Notice to Nevada Residents**

Nevada customers can opt out of the sale of their personal information. We do not sell personal information today, and we do not have plans to sell personal information in the future. However, Nevada customers have the legal right to opt out of the sale of their personal information, even if their information is not currently being sold. You may opt out by emailing a request to [customerservice@commuterbenefits.com](mailto:customerservice@commuterbenefits.com). In your request, please specify that you wish to "Opt-out of Sale of Personal Information in Nevada." Please allow 60 days for a response.

### **Notice To Visitors Outside Of The United States.**

We are based in the United States, and our Services are hosted there. If you are visiting our Site or using our Services from another country, the laws governing our collection and use of personal information may be different from the laws of your country. If you decide to visit our Site, use our Services, or share your Information with us, you are agreeing to be governed by the laws of the United States, and agree to the transfer of your Information to the United States.

### **Contact Us**

If you have any questions or comments regarding our Privacy Policy or our privacy practices in general, please contact us:

Phone: (857) 228-1400, extn 1425

Fax: (857) 228-1414

Email: [customerservice@commuterbenefits.com](mailto:customerservice@commuterbenefits.com)

Postal Address: Edenred Commuter Benefits Solutions, LLC. 265 Winter Street, 3rd Floor, Waltham, MA 02451

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