

# Equity Cares Insurance, LLC

25 S. Park Place, Newark, Ohio 43055

## Equity Cares Insurance, LLC Privacy Policy

Equity Cares Insurance, LLC (“Equity Cares”) is providing this notice to inform you that to protect your personal information from unauthorized access and use, security measures are used that comply with federal law. These measures include computer safeguards and secured files and buildings.

Your personal information is collected when you,

- apply for a quote or provide account information
- give us your contact information or provide your insurance information

We also collect your personal information from others, such as our affiliate or other companies. To review our affiliate, Equity Resources, Inc.’s full privacy [ERI’s full privacy policy](#), you can view it out on the company’s website.

## What Does Equity Cares Do With Your Personal Information?

Why?

Insurance companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also required us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do

What?

The types of personal information that we collect and share, depends on the product or service you have with us. This information can include:

- Social Security Number, date of birth, and address
- Insurance rates and payments
- Occupation and highest level of education
- Vehicle information

How?

All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.

### Reasons we can share your personal information.

*For our ever day business purposes –*

Such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations.

*For our Marketing purposes –*

To offer our products and services to you.

*For affiliates’ everyday business purposes –*

Information about your transactions and experiences.

*For our affiliates' everyday business purposes – this can be limited.*

Information about your creditworthiness.

*For our affiliates to market to you*

While there are several reasons why your personal information may be shared, Equity Cares will only share your information internally for our everyday business purposes, marketing; and externally for our affiliate to market to you. You are not able to limit the sharing of this information.

*For our non-affiliates to market to you*

Equity Cares will only share your information for our everyday business purposes and marketing; externally with our non-affiliate partner Evertree Insurance Services, LLC. You are not able to limit the sharing of this information.

Why You Can't Limit Sharing

Federal law gives you the right to limit information only when,

- sharing for affiliates' everyday business purposes - information about your creditworthiness

For Questions

If you have questions regarding this Privacy Policy, please reach out to Equity Cares at 740-242-0670, or [insurance@equitycares.com](mailto:insurance@equitycares.com).

## Equity Cares' Website Terms of Use

The following information outlines the terms, rules, and restrictions ("Terms") that administrate your use of Equity Cares products, services, and website. Our website allows you to provide your personal information that will then be used to make insurance decisions on providing a policy to you, as well as contact you. These Terms are a legal agreement between you and Equity Cares.

You are acknowledging and agreeing that, by accessing, using, uploading, or placing any content into our website, you are demonstrating that you have read and understand, and agree to be required by these Terms. If you do not agree to the Terms outlined, then you have no right to access or use our website.

If you are using our website with your legal spouse, you and your co-applicant may choose to provide information for your application using a single joint account or multiple individual accounts. If joint applicants choose to utilize a single account, both applicants will have access to all information provided for the policy application as well as be able to view, print, transmit, save, and/or edit the information.

To enable us to provide security and collect data we utilize cookies on our website. A Cookie is simply a small data file we place on your computer's hard drive when you first visit our website. This file contains a unique number that helps identify you when you return to our website. Cookies are employed by thousands of websites to enhance users' experience. Cookies neither damage user files nor can they read information from a users' hard drives. We combine all usage information provided by such Cookies and we do not monitor your use of the website. Allowing us to create a Cookie on your hard drive will not give us or any other site access to the rest of your computer's hard drive, and only we will be able to read the Cookie that the website creates.

## Eligibility of Use

To use our website, you must have reached the age of 18. There is no maximum age limit to use our website.

## Authorization of Use of Provided Information

By supplying information about yourself through our website, you are agreeing that such information can be used by Equity Cares without any obligation to pay any fees or be subject to any restrictions or limitations. You are also authorizing Equity Cares to use and store your information for the needs of configuring our website to be compatible with third-party websites necessary for decision making. Equity Cares will store your information in a secure manner and will only use the information in accordance with these Terms and our Privacy Policy.

You understand and agree for Equity Cares to transmit necessary information from information submitted or provided within our website, to any necessary and relevant parties on your behalf. As part of these Terms and solely for the purpose of our website, you allow Equity Cares a limited power of attorney and attorney-in-fact, to access websites, use information you provided, and retrieve information with the full authority to perform each task necessary in connection with such activities you could complete in person. Equity Cares will access and retrieve information on your behalf and not on behalf of the third party. Equity Cares does not assume the responsibility for failure to obtain or loss of data or for timeliness or accuracy of any data.

## Prohibited Uses and Conduct

Use of our website for any illegal purposes, or any other purpose not permitted by these Terms, is prohibited. Equity Cares reserves the right, to remove any content provided by you for a violation of these Terms.

You understand and agree that you will not:

- Use our website to harass, abuse or threaten any other person;
- Provide information that you do not have rights to, is harmful, is slanderous or is invasive of another person's privacy;
- Copy, display, distribute, download, duplicate, modify, reproduce, transmit, or upload any information contained within or obtained from/through our website except for personal use, or as outlined and allowed by these Terms;
- Upload or submit any material within our website that supports or refers to illegal activity with the intent to commit them. Equity Cares reserves the right to determine based on our sole discretion;
- Upload or submit any material that contains content that is designed to destroy or interrupt the working functionality of our website and/or limits Equity Cares to proceed with business.
- Interfere with any other party's use of our website.
- Misrepresent yourself or impersonate any person or entity.
- Misrepresent yourself and/or your affiliation with a person or entity.
- Violate or facilitate violations of these Terms or our Privacy Policy.

## Legal Compliance

You acknowledge, consent, and agree that Equity Cares may access, preserve, and disclose content you provide if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by our Privacy Policy or reasonably necessary or appropriate.

## Modifications and Termination

Equity Cares reserves the right to modify these Terms without prior notification to users. If modified, the updated Terms will be available within our website. If you do not agree to, or cannot comply with, the modified Terms, you have no further right to access or use our website. Your continued use of our website after any modifications constitutes your acceptance of the modifications.

These Terms are effective immediately after posting and until/unless they are terminated by you or us. Equity Cares is not required to provide you with a notice that the Terms have been terminated before removal of your access.

## Disclaimers

You understand and agree that the use of our website and all its functionality is solely at your own discretion and risk. Equity Cares is not liable for the accuracy, copyright, legality, or decency of information uploaded, downloaded, stored, or accessed through our website. Our website is being provided to you "As Is" and without any warranty of any kind. Decisions made by Equity Cares as a result of the information about you in our website, are the sole responsibility of Equity Cares and are subject to the Terms and Conditions of Equity Cares.

## General Statements and Terms

- Under no circumstance will you hold Equity Cares liable for any delay or failure in performance that results from an event beyond our reasonable control.
- No waiver of these Terms will be upheld unless in writing from the user. No waiver of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure of Equity Cares to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties, Equity Cares and you, agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in effect.
- You agree that, unless otherwise stated in these Terms, there shall be no third-party recipients of these Terms.
- Unless you reside in New Jersey, you agree that any claim/cause of action coming from/ is related to the use our website and/or these Terms, must be filed within one (1) year after such claim/ cause of action arose or be forever barred; this is regardless of any statute or law to the contrary.
- These Terms constitute the entire agreement between you and Equity Cares and govern your use of our website, products, and services provided by Equity Cares and replace any prior agreements between you and Equity Cares that relate.
- These Terms may not be modified or trumped by an oral statement.
- No type of relationship (agency, partnership, joint venture, or employee-employer) is created by these Terms.

- You agree that any agreements made between you and Equity Cares in electronic format are as legally binding as if they were made in physical written form.
- These Terms will not be held against the drafter.
- You understand that notices and notifications may be delivered by email, a posting within our website or any other method chosen by Equity Cares.
- Equity Cares reserves the right to a reasonable chance to comply with any notice you may provide. All notices from you must be provided in writing to [insurance@equitycares.com](mailto:insurance@equitycares.com).

### For Questions

If you have questions regarding these Terms, please reach out to Equity Cares at 740-242-0670 or [insurance@equitycares.com](mailto:insurance@equitycares.com).

### Changes to this Agreement

Equity Cares reserves the right to make changes to this agreement and will notify you if there are changes to the terms that could affect your ability to access or retain your documents.

### For Questions

If you have questions regarding these Terms, please reach out to Equity Cares at 740-242-0670 or [insurance@equitycares.com](mailto:insurance@equitycares.com).

Additional definitions: *We, our, and us* means Equity Cares Insurance, LLC. (“Equity Cares”; “Equity”) Equity Resources, Inc. and its current and future DBAs, affiliates, successors, and assignees. *You and your* means the person reading the document and/or creating the account, website user including any authorized signer, user, representative, and/or delegate. *Affiliates* are companies related by common ownership or control. They can be financial and nonfinancial companies. Currently, Equity Cares’ is only affiliated with Equity Resources Inc. *Nonaffiliates* are companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates Equity Cares shares with can include our partner Evertree Insurance Services, LLC, Mortgage companies and insurance carriers. *Joint marketing* is a formal agreement between nonaffiliated financial companies that together market financial products or services to you. Currently, Equity Cares does participate in joint marketing. This agreement is effective as of May 16, 2022.