

Privacy Policy/Security

(last revised January 1, 2011)

At Affordable Benefit Solutions (“ABS”) we are committed to safeguarding your privacy and keeping your information secure. Please read the following privacy policy to understand how your personal information will be treated as you use our website and services. This Privacy Policy applies solely to the information collected at www.absmn.com (the “Website”) and contains information regarding the following:

- 1) What information we collect from you;
- 2) How we use the information we collect;
- 3) Sharing of information gathered on the Website;
- 4) Updating or correcting your information; opt-out.
- 5) Security procedures;

What information we collect from you

We do not collect information from visitors to the Website that do not ultimately provide their e-mail address or register for services with ABS.

If you provide personal information through the Website, ABS is the sole owner of that information and will use that information as noted below.

How we use the information we collect.

We may use information that we collect about you to:

- deliver the products and services that you have requested;
- manage your customer relationship and provide you with customer support;
- perform research and analysis about your use of, or interest in, our products, services, or content, or products, services or content offered by others;
- communicate with you by e-mail, postal mail, telephone and/or mobile devices about ABS products or services that may be of interest to you, including periodic newsletters and changes to this Privacy Policy;
- manage our business; and
- perform functions as otherwise described to you at the time of collection.

Sharing of the information gathered on the Website.

ABS does not share personal information provided by you, to the Website, with any third parties, other than those necessary to provide you with the services requested. The Online Enrollment feature on the Website is hosted by PlanSource, Inc. (www.plansource.com) which stores all information provided in the enrollment forms.

We may disclose your information:

- In response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.

- When we believe disclosure is appropriate in connection with efforts to investigate, prevent or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; to settle a claim dispute between insurers and insured parties; or to enforce our websites' terms and conditions or other agreements or policies.
- In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, asset sale or in the unlikely event of bankruptcy.

Updating/correcting your information; Opt-out.

If you need to update or correct the information we have about you, or if you wish to opt-out of future correspondence from ABS, or have your information removed from ABS' database, or for any concerns you have about the use of your information please contact ABS at info@absmn.com or send a letter to Data Administrator, Affordable Benefit Solutions, 12100 Singletree Lane, Suite 131, Eden Prairie, MN 55344.

Security Procedures

Electronic Data

ABS takes the protection of your personal information very seriously. ABS takes many precautions to ensure that information provided on the Website is not accessible by any unauthorized third parties. Customers who use the Online Enrollment feature are linked directly to www.PlanSource.com which provides a secure, encrypted method of recording and maintaining the data provided and used to process requests for insurance coverage. A copy of the PlanSource privacy notice and contact information is available to ABS' clients through their Client Mini-Website. In addition, ABS' clients that apply for insurance through PlanSource receive an access code and a copy of the privacy notice from their benefits administrator before accessing the Online Enrollment feature. When logging in to PlanSource, customers should verify the presence of a closed lock icon at the bottom of the web browser, and "https" at the beginning of the website address to ensure the connection is secure. Customers of ABS must take the necessary steps to ensure that they secure their password so that unauthorized parties cannot gain access to personal information provided in Online Enrollment.

We transmit other privileged information via secure, encrypted e-mail and data transmission services provided by Securence, Inc., a Minneapolis based subsidiary of U.S. Internet Corporation, a premier full service application service provider.

Paper Files

Hard copies of insurance application information may be maintained by ABS under secure conditions which comply with the Health Insurance Portability and Accountability Act (HIPAA), for the sole purpose of processing insurance coverage requests. Only employees who need the information to perform a specific job, such as facilitating the process or insurance applications, are permitted access to your information.

If you have questions regarding this Privacy Policy please contact ABS at info@absmn.com or send a letter to Data Administrator, Affordable Benefit Solutions, 12100 Singletree Lane, Suite 131, Eden Prairie, MN 55344.

Terms of Use

(last revised January 1, 2011)

Terms of Use Agreement

PLEASE REVIEW THIS TERMS OF USE AGREEMENT. BY ACCESSING, BROWSING OR USING THIS WEBSITE, OR ANY PAGE THEREOF, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITES AND YOU ARE TO CEASE ACCESSING OR OTHERWISE USING THE WEBSITES.

External Links

We provide links to third party websites. We do not own, control, operate or necessarily endorse these companies, their websites, products or services. These linked websites, along with any information you provide in accessing a linked website, are in no way subject to our Policy. Each linked website may have its own policies that could differ considerably from our policies, or the linked site may not display any privacy policy at all. In any case, even though a linked website is accessed through www.absmn.com, we cannot be responsible for any use that a linked website may make of your information. We assume no liability for any damages you may suffer from visiting such linked websites, including without limitation, damages caused by computer viruses, Trojan horses or other destructive/disruptive code which may be download or loss of data from such linked websites.

Disclaimers and Liability

We intend that the information contained in this website be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by us at any time. Under no circumstances will we be liable for any loss or damage caused by your reliance on information obtained through the websites. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the website.

The information on the Website is for informational purposes only, or for the purposes of collecting information from customers of ABS. None of the information on the Website is to be construed as legal, bookkeeping or account advice.

General Terms

If any part of this Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use will continue in effect. Except as expressly stated herein, the Terms of Use constitute the entire agreement between you and us with respect to this web site.

Incorporation of Privacy Policy

The ABS Privacy Policy is hereby incorporated by reference into this Agreement.

Changes to these Terms of Use

We will occasionally update these Terms of Use to reflect changes in our practices and services. When we post changes to these Terms of Use, we will revise the "last updated" date at the top of these Terms of Use. If we make any material changes in the way we collect, use, and/or share personal information that may impact you, we will notify you by sending an e-mail to the e-mail address you most recently provided us in your account, profile or registration (unless we do not have such an e-mail address), and/or by prominently posting notice of the changes on our websites. We recommend that you check our websites from time to time to inform yourself of any changes in these Terms of Use.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS