



Terms and Conditions

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING THE BENEFITMALL WEBSITE, MOBILE APPLICATION and/or SERVICES. By accessing or using (a) the BenefitMall website and/or any of the services or applications available through the website (collectively, the "Sites") or (b) the BenefitMall mobile application and/or any of the services available through the application (collectively, the "Apps"), you agree to these Terms and Conditions of use and you agree to abide by all applicable laws. If you do not agree to these terms, you may not use any of the Sites or Apps.

1. General

1.1 This BenefitMall® User Agreement, together with any additional terms and conditions provided to you by BenefitMall and/or included in different parts of the Sites or Apps, is referred to as the "Agreement." The Agreement governs your use of the Sites and Apps. The Sites and Apps are operated by BenefitMall, a d/b/a of Centerstone Insurance and Financial Services, Inc. ("BenefitMall") or third parties on behalf of BenefitMall.

1.2 When using a particular BenefitMall or affiliate service offered through the Sites or Apps, you shall be subject to any posted or linked guidelines, rules, and additional terms and conditions applicable to such services ("Third Party Terms"). The Third Party Terms may be modified in the same way this Agreement may be modified pursuant to Section 1.2. All such Third Party Terms are made part of this Agreement.

2. Availability, Content and Comments

2.1 You acknowledge and agree that access to the Sites or Apps may be unavailable from time to time through no fault of BenefitMall, including, without limitation, downtime due to regular maintenance performed by BenefitMall or its service providers, and that BenefitMall shall not be liable for any damages or losses caused by such unavailability. BenefitMall does not guarantee the continuous, uninterrupted, or error-free operability of any of the Sites or Apps.

2.2 You acknowledge and agree that all information, including, without limitation, software, photographs, audio and video clips, text graphics, links, Quotes (as defined below), Workforce Analysis Reports (as defined below), and other materials available, accessed or distributed on, through or in connection with the Sites or Apps (including all software, HTML code, Java applets, and other scripts, binary code, code, etc.) (collectively, the "Content") is owned by BenefitMall or its licensors. When using Content as permitted in this Agreement, you agree to comply with the terms of all notices, including but not limited to trademark and copyright notices, information and restrictions contained in, or accompanying, any Content. Your use of Content must comply with our Privacy Policy and all applicable laws, rules and regulations governing privacy and/or data protection. Your use of Content must also comply with the privacy policies of third party providers who contribute to Content. Use of Content in violation of this Section 2.2 will give BenefitMall the right to immediately terminate or suspend your access to any or all of the Sites or Apps and/or Content. You also agree to all other terms within the Sites and Apps.

2.3 You may not copy, reproduce, or use the names, trademarks, logos, or brands of BenefitMall or those of any of its affiliates or partners in part, in modified form, or in any other manner. Certain third-party names, trademarks, logos, and brands may appear on the Sites and Apps, and those are the sole property of their respective owners, and you are similarly prohibited from copying, reproducing, or using such third-party names, trademarks, logos, and brands.

2.4 Except for information submitted by you for the purpose of obtaining rate and plan information or Workforce Analysis Reports and except for personally identifiable information collected under the guidelines established on our Privacy Policy (collectively, the "Data"), you agree that all submissions, written or otherwise, made by you or on your behalf, whether offered or disclosed to BenefitMall on or through any of the Sites or Apps, or otherwise (collectively, "Comments") will be considered non-confidential and non-proprietary and may be used by BenefitMall for any purpose. BenefitMall will have no obligations with respect to the Comments. By submitting Comments to BenefitMall, you irrevocably transfer and assign to BenefitMall, and forever waive and agree never to assert, any copyrights or other rights that you may have in such Comments. BenefitMall and its designees will be free to copy, disclose, distribute, incorporate and otherwise use or destroy the Comments and all data, images, sounds, text and other things embodied in the Comments for any and all commercial or noncommercial purposes. BenefitMall is and shall be under no obligation to respond to any of your or any other user's Comments. Further, BenefitMall may aggregate, compile and use your Data to improve, develop or enhance the Sites or Apps or other existing or prospective services offered by BenefitMall, so long as no Data is identifiable as originating from you in such aggregated form.

2.5 You represent and warrant that information submitted by you to BenefitMall, including, without limitation, all Data and Comments, does not and will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that submitted information does not and will not contain libelous or otherwise unlawful, abusive, obscene or pornographic material. You are and shall remain solely responsible for the content of any information you submit.

2.6 As described in our Privacy Policy, BenefitMall takes steps to protect Data containing sensitive personal information. As a registered user of the Sites or Apps, your account administrator may elect to unmask certain sensitive personal information contained in the Data. Unmasking sensitive personal information may increase the risk of unauthorized access to, and copying, viewing and distribution of, sensitive personal information. BenefitMall disclaims any and all liability associated with an administrator's election to unmask sensitive personal data.

2.7 You agree that BenefitMall may use and/or disclose information about your demographics and use of the Sites or Apps in any manner that does not reveal your identity. By participating in sweepstakes, contests or promotions offered on the Sites or Apps, and/or requesting promotional information or product updates, you agree that BenefitMall may use your information for marketing and promotional purposes. Please refer to our Privacy Policy for further information on how BenefitMall uses your information.

2.8 You agree that BenefitMall may send electronic mail to you for the purpose of advising you of any of BenefitMall's products or services, or for such other purpose(s) as BenefitMall deems appropriate. You agree that it is your sole responsibility to scan any documents, files, and other attachments attached to our electronic mail for computer viruses, and you agree to hold BenefitMall harmless for any computer viruses you may receive from electronic mail sent from BenefitMall.

2.9 If any passwords are required to access any part of any of the Sites or Apps, you are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You are not authorized to share your user ID or password with any other person. You agree to immediately notify BenefitMall of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Sites and Apps.

2.10 You hereby consent to the use of cookies on the Site as described in the Privacy Policy.

2.11 BenefitMall, through the Sites, Apps, or otherwise, may provide an electronic or other mechanism to allow employees or others to provide information about the employee and his or her dependents for quoting or other purposes. Information provided by the employee will be considered Data under these Terms and Conditions as if such information was submitted by you.

2.12 You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.13 You acknowledge that certain features of the Sites or Apps may trigger SMS or voice calling authentication, authorization, or other communication to you from BenefitMall or its agents or representatives (collectively, "Communications"). You consent to all such Communications. You will be responsible for any fees or charges related to your receipt of Communications, including fees or charges imposed by your carrier or provider of internet or telephone services.

3. Rules of Conduct

You may only use the Sites and Apps in accordance with this Agreement. You agree you will not engage or attempt to engage in any improper use of the Sites or App, including, without limitation:

- (a) posting on your website or any other website any link to any part of the Sites or Apps or otherwise republishing, redistributing, or re-transmitting the Sites or Apps and Content without BenefitMall's prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that BenefitMall endorses you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site or App, and the linked website does not contain any content that is unlawful, threatening, abusive, libelous, pornographic, obscene, vulgar, indecent, offensive, or which infringes on the intellectual property rights or other rights of BenefitMall or any third party; or otherwise do anything that it is not expressly permitted by this Agreement;
- (b) using the Sites or Apps for any purpose other than as provided in this Agreement, including, without limitation, advertising or soliciting funds or goods and services or soliciting users to join competitive online services;
- (c) violating any applicable law or regulation;
- (d) impersonating or misrepresenting your affiliation with any person or entity;
- (e) storing any part of the Sites or Apps (including any pages thereof) on a server or other storage device connected to a network or creating a database by systematically downloading and storing any data from the Sites or Apps (other than for page caching);
- (f) removing or changing any content of the Sites or Apps or attempting to circumvent security or interfere with the proper working of the Sites or Apps or any servers on which either is hosted;
- (g) using any robot, data mining, screen scraping, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Sites, Apps, or any Content;
- (h) posting, distributing, or reproducing in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights;
- (i) interfering with or disrupting the Sites, Apps, or any servers or networks connected to the Sites or Apps;
- (j) posting, emailing, or otherwise transmitting any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; and
- (k) modifying, copying, reproducing, duplicating, adapting, sublicensing, translating, selling, reverse engineering, deciphering, decompiling, or otherwise disassembling any portion of the Sites or Apps or any software used on or for any part of the Sites or Apps or causing others to do so.

4. No Endorsement

4.1 BenefitMall does not represent or endorse the accuracy or reliability of any Content posted on or distributed through the Sites or Apps, including, without limitation, the Quotes, Workforce Analysis Reports, and any interactive calculators, and you acknowledge that any reliance upon such Content shall be at your sole risk.

4.2 The Sites and Apps may contain links to sites on the Internet, which are owned and operated by third parties (the "External Sites"). You acknowledge that BenefitMall is not responsible for the availability of nor does it endorse the content located on or through any External Sites. To the extent that any of the Sites or Apps contain links to outside services and resources, the availability and content of which BenefitMall does not control, any concerns regarding any such service or resource, or any link thereto, should be directed to the particular outside service or resource. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites. Your linking to other sites is at your own risk, and you agree to hold BenefitMall harmless for any damages that may occur from your linking to another site.

5. Indemnity

You agree to indemnify, defend, and hold BenefitMall and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "BenefitMall Parties") harmless from and against any and all claims, liability, losses, costs, and expenses (including attorneys' fees) incurred by any BenefitMall Party in connection with your use or alleged use of any of the Sites or Apps, or any use or alleged use of any of the Sites or Apps under your password by any person, whether or not authorized by you. BenefitMall reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with BenefitMall's defense of such claim.

6. Termination

BenefitMall reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or any part of the Sites or Apps, at any time for any reason without prior notice or liability. BenefitMall may change, suspend or discontinue all or any aspects of the Sites or Apps at any time, including the availability of any feature, database or Content, without prior notice or liability. You agree that BenefitMall will not be liable to you or to any third party for any unavailability, modification, suspension, or termination of any of the Sites or Apps, the Content, the Comments, the Data, or any features or parts thereof.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

7.1 NEITHER BENEFITMALL NOR ANY PROVIDER OF THIRD-PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT ANY PART OF THE SITES OR APPS WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES BENEFITMALL, ANY THIRD-PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RELIABILITY OF OR RESULTS TO BE OBTAINED FROM USE OF THE SITES OR APPS OR THE CONTENT. THE SITES, APPS, AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU.

7.2 NONE OF BENEFITMALL, THIRD-PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, WARRANTIES OF ACCURACY, ADEQUACY, TIMELINESS, AVAILABILITY, OR COMPLETENESS, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF THE SITES OR APPS, ANY CONTENT OR ANY PRODUCTS OR SERVICES DISTRIBUTED THROUGH ANY OF THE SITES OR APPS, AND EACH OF BENEFITMALL, THE THIRD-PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS HEREBY EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES. NEITHER BENEFITMALL NOR ANY THIRD-PARTY CONTENT PROVIDER WARRANTS THAT ANY SOFTWARE OR OTHER FILES MADE AVAILABLE FOR DOWNLOADING OR OTHERWISE DISTRIBUTED THROUGH THE SITES OR APPS WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

7.3 YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITES AND APPS AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

7.4 NEITHER BENEFITMALL, ANY THIRD-PARTY CONTENT PROVIDER, NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ANY OF THE SITES, APPS, OR THE CONTENT, WHETHER DUE TO INTERRUPTION OF ANY PART OF THE SITES, APPS, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF BENEFITMALL, ALL THIRD-PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS, AND YOUR EXCLUSIVE REMEDY HEREUNDER FOR ANY AND ALL DAMAGES, INJURY, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING, OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SITES, APPS, OR ANY CONTENT SHALL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR UP TO A TOTAL OF \$100. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT OR THE SITES, APPS, OR CONTENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONETARY DAMAGES.

7.5 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DIRECT DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF BENEFITMALL, THIRD-PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. Proprietary Rights

8.1 You acknowledge and agree that the Sites, Apps and Content, including, without limitation, any software provided by BenefitMall for your use in connection with the Sites or Apps (“Software”) and content contained in sponsor advertisements or information presented to you through the Sites or Apps or advertisers, contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by BenefitMall or advertisers in writing, you agree not to copy, modify, publish, transmit, transfer, display, rent, lease, loan, sell, distribute or create derivative works based on the Sites or Apps, the Content or the Software, in whole or in part. All intellectual property rights in the Content, Sites, Apps, and Software are owned by BenefitMall or its licensors. Except as expressly set forth herein, nothing in this Agreement grants you any rights in respect of any intellectual property owned by BenefitMall or its licensors, and you acknowledge that you do not acquire any ownership rights by accessing or using the Content, Sites, Apps, or Software.

8.2 BenefitMall grants you a personal, nontransferable and nonexclusive right and license to use the object code of its Software on a single computer or mobile device that you own or control; provided that you use the Software in accordance with any terms and conditions applicable to your computer, mobile device, or the distribution platform through which you obtained the Software, and that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, except as expressly provided between you and BenefitMall in writing, or to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Sites, Apps, or any portion of the Apps. You agree not to access the Sites or Apps by any means other than through the interface that is provided by BenefitMall for use in accessing the Sites or Apps.

9. Notices

Notices to BenefitMall shall be made in writing and sent to: BenefitMall Information Technology, 4851 LBJ Freeway, Suite 100, Dallas, TX 75244 or termsandconditions@benefitmall.com. BenefitMall may provide notices to you through the Sites, Apps, by email, first class mail or overnight delivery. You are responsible for regularly reviewing the Sites and the Apps to make sure these terms and conditions are acceptable to you.

10. No Resale

You agree not to reproduce, duplicate, copy, sell, resell, transfer, rent or exploit for any purpose the use of or access to the Sites or Apps or any portion of the Sites or Apps.

11. HIPAA Privacy & Security

11.1 Capitalized terms used, but not otherwise defined in this Section 11, shall have the same meanings as those terms in the Standards for the Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 45 C.F.R. Parts 160 and 164. "Protected Health Information" or "PHI," as used in this Agreement, means (subject to definition provided at 45 C.F.R. 160.103) individually identifiable health information that you receive from BenefitMall or that you create or receive on behalf of BenefitMall in connection with this Agreement.

11.2 This Section 11 is intended to comply with the requirements of the Business Associate agreements BenefitMall has entered into with insurers subject to HIPAA, and is to be constructed to achieve compliance with those requirements. BenefitMall is contractually prohibited from sharing PHI with you without your agreement to comply with the terms of this Section 11.

11.3 You may use or disclose PHI only for the purposes of fulfilling your obligations under brokerage agreements with BenefitMall's affiliated carriers. Notwithstanding the foregoing, you may not use or further disclose PHI in a manner that would violate the requirements of the HIPAA Privacy Rule. You may use and disclose PHI for your proper management and administration or to carry out your legal responsibilities consistent with the provisions of 45 C.F.R. 164.504(e)(4)(i) and (ii). You may only disclose PHI for such purposes if:

- (a) the disclosure is required by law; or
- (b) you obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies you of any instances of which he or she is aware in which the confidentiality of the information was breached.

11.4 You will not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

11.5 You will ensure that any agent of yours, including a subcontractor of yours, to whom you provide PHI received from or created or received by you on behalf of BenefitMall, agrees to the same restrictions and conditions that apply to you with respect to such information.

11.6 In accordance with 45 C.F.R. 164.520, and to the extent that such a limitation may affect your use or disclosure of PHI, BenefitMall will notify you of any limitation(s) and changes in, or revocation of, permission by an individual to use or disclose PHI.

11.7 You will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. You will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that you create, receive, maintain or transmit on behalf of BenefitMall as required by the HIPAA Security Standard, as amended from time to time. You will report to BenefitMall any security incident of which you become aware.

11.8 You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of PHI by you in violation of the requirements of this Section 11.

11.9 You will report to BenefitMall any use or disclosure of PHI not provided for by this Section 11 of which you become aware.

11.10 You will make PHI and information related to disclosures of PHI by you available to BenefitMall in the time, manner and place designated by BenefitMall, to the extent required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528. You agree to document such disclosures of PHI and information related to such disclosures as would be required for an entity subject to HIPAA to respond to a request by an individual for an accounting of disclosures of PHI in accordance with C.F.R. 164.528.

11.11 If you receive a request, made on behalf of the Secretary of the Department of Health and Human Services, that you make your internal practices, books and records relating to the use and disclosures of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining a covered entity's compliance with the HIPAA Privacy Rule, then you will promptly comply with the request.

11.12 Upon termination of this Agreement for any reason, if feasible, you will destroy or return PHI received from BenefitMall or created or received by you on behalf of BenefitMall that you still maintain in any form and retain no copies of such information. If such destruction or return is not feasible, you will extend the protections of this Section 11 to the information retained and limit further use and disclosure to those purposes that make the destruction of the information infeasible.

11.13 The term of this Section 11 shall terminate when all of the PHI provided by BenefitMall to you, or created or received by you on behalf of BenefitMall, is destroyed.

12. Miscellaneous

12.1 This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws. You irrevocably consent to bring any action to enforce or relating to this Agreement in the federal or state courts located in the County of Dallas, Texas. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Sites, the Apps, the Content, the Software, or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

12.2 This Agreement constitutes the entire agreement between you and BenefitMall with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter, except to the extent the parties have agreed to a written Client Services Agreement, in which case such Client Services Agreement shall control to the extent there is a conflict between the Client Services Agreement and this Agreement.

12.3 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions in this Agreement will remain in full force and effect unless the invalid provision constitutes the essence of this Agreement.

12.4 If any inconsistency exists between the terms of this BenefitMall® User Agreement and any additional terms and conditions provided in any other agreement between you and BenefitMall and/or included in different parts of the Sites or Apps (the "Supplemental Terms"), such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, this Agreement shall have control over the Supplemental Terms.

12.5 Sections 2, 3, 4, 5, 7, 8, 10 and 11 shall survive any termination of this Agreement as well as any other provisions, which by their terms or meaning are intended to survive.

12.6 The section titles in this Agreement are for convenience only and have no legal or contractual effect.

12.7 You may not assign this Agreement, by operation of law or otherwise, and any assignment shall be considered null and void.

12.8 This Agreement is intended for the sole benefit of BenefitMall and you and does not create any third party beneficiary rights.

12.9 BenefitMall reserves the right to update this Agreement at any time and from time-to-time, effective upon posting of an updated version to the Apps or BenefitMall website available at www.benefitmall.com. You are responsible for regularly reviewing this Agreement. You should closely monitor the revision date on this Agreement and any changes of its posted date shall be deemed notice to you that the Agreement has been changed or amended. Continued use of the Sites or Apps after any such changes shall constitute your consent to such changes. The parties also agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with applicable laws, including, without limitation, HIPAA requirements.

12.10 Please report any violations of this Agreement to our support group at termsandconditions@benefitmall.com. Your use of the Sites or Apps will be deemed acceptance of the above Terms and Conditions.

12.11 This Section applies to your use of the Apps only if you use the Apps on an Apple, Inc. ("Apple") phone or mobile device. You and BenefitMall acknowledge that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be considered to have accepted that right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. BenefitMall, not Apple, is responsible for addressing any claims you may have relating to the Apps or your possession or use of the Apps. In the event of any failure of the Apps to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apps to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apps. In addition, Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps. In the event of any third party claim that the Apps or your possession and use of the Apps infringes that third party's intellectual property rights, BenefitMall, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

13. Copyright

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide BenefitMall the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located on the Sites or Apps;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Notice of claims of copyright or other intellectual property infringement should be sent to termsandconditions@benefitmall.com.

14. Specific Provisions

14.1 Some parts of the Sites or Apps available to you are for benefit services and related functionality (together, the "Benefit Services"). With respect to the Benefit Services and only the Benefit Services, the following terms and conditions, in addition to all other terms and conditions in the Agreement not specific to certain types of functionality that are not Benefit Services, shall apply:

- (a) Through the Benefit Services, BenefitMall provides insurance quotes from independent third parties and their agents ("Quotes") and Content for its registered users. If you are a registered user with BenefitMall, you are permitted to use the Quotes and Content for providing insurance-related information to customers and potential customers, provided that you abide by the terms of this Agreement and credit BenefitMall as

the assigned General Agency on all sold cases associated with BenefitMall services to ensure the agreed carrier compensation to BenefitMall for use of such Quotes and/or Content. Otherwise, you are not allowed to use the Quotes or Content for any purpose, and BenefitMall may terminate your account for failure to credit BenefitMall as the assigned General Agency. A registered user with BenefitMall is defined as a registered user that has requested use of the Benefit Services through the Apps, our website or a BenefitMall representative, provided (as applicable) state license and necessary appointments that are verified by BenefitMall, and have accepted the terms and conditions of this Agreement.

- (b) You acknowledge and agree that Quotes and portions of the Content provided through the Benefit Services are supplied by independent third parties or their agents and that BenefitMall does not verify and is not responsible for the reliability or accuracy of such information, including, without limitation, commission rates that may be payable by third parties. You acknowledge and agree that Quotes and commission information are subject to change without notice, that Content from third parties and their agents furnished through the Benefit Services is subject to the terms and conditions of such third parties and their agents and that BenefitMall shall not be liable for any damages or losses caused by the use or reliance upon Quotes, Content from third parties, or other third party information.

- (c) If you submit to any of the Sites or Apps or attempt to access on the Sites or Apps any information regarding commissions earned through BenefitMall, policy applications or other documents submitted to any of the Sites or Apps or other similar documents or information ("Broker Information"), you acknowledge and agree that Broker Information may or may not be available when requested, that Broker Information that is made available is provided to you as a convenience, that Broker Information may be inaccurate, incomplete or both, that you are responsible for and advised to independently verify all such Broker Information and that BenefitMall makes no representation or warranty, express or implied, that any Broker Information will be available on the Sites or Apps or, if available, will be accurate and complete. You further acknowledge and agree that BenefitMall reserves the right to charge you for the Broker Information in the event that you are using the Benefit Services but are not selling any services. BenefitMall will notify you before any amounts are charged for the Broker Information. BenefitMall may also terminate your account and your ability to submit and/or access the Broker Information at any time and for any reason without prior notice or liability.

- (d) Some of the Benefit Services may be used by you for advertising purposes. You will only use those Benefit Services in a manner that complies with all applicable laws, including, without limitation and as applicable, Do Not Call legislation, the CAN-SPAM Act, and the Telephone Consumer Protection Act (TCPA), and further including any laws that may require you to notify and/or receive consent or permission, in writing or otherwise, from each person on the receiving end of your communication to that person. You agree that you are solely responsible for obtaining all such consents and permissions and BenefitMall is not liable for your failure to do so. As reasonably required by BenefitMall, you will certify in writing to BenefitMall (and update such certification as reasonably required by BenefitMall) that you have complied with, and continue to comply with, all applicable laws in using the Benefit Services and have made all required notifications and obtained all required consents and permissions, and you will provide all information reasonably requested by BenefitMall to assure BenefitMall of such. You understand that BenefitMall is not required and may not offer features that enable your compliance with any applicable law and your use of the Sites and Apps is at your own risk.

14.2 Some parts of the Sites or Apps available to you are for compliance analysis services and other related compliance services (together, the "Compliance Services"). With respect to the Compliance Services and only the Compliance Services, the following terms and conditions, in addition to all other terms and conditions in the Agreement not specific to certain types of functionality that are not Compliance Services, shall apply:

- (a) Through the Compliance Services, BenefitMall provides a report on companies' compliance with healthcare regulations based on information provided by you through a Sites or an App (each a "Workforce Analysis Report") and Content for use by you and other independent third-party advisors (e.g., accountants, brokers). If you are a registered user with BenefitMall or are otherwise authorized by BenefitMall, you are

permitted to use Workforce Analysis Reports and Content for providing insurance-related information to customers and potential customers, provided that you abide by the terms of this Agreement and credit BenefitMall as the assigned General Agency on all sold cases associated with BenefitMall services to ensure the agreed carrier compensation to BenefitMall for use of such Workforce Analysis Report and/or Content. Otherwise, you are not allowed to use the Workforce Analysis Report/Content for any purpose. A registered user with BenefitMall is defined as a registered user that has requested use of the BenefitMall Compliance Services through an App, our website or a BenefitMall representative, provided (as applicable) state license and necessary appointments that are verified by BenefitMall, and have accepted the terms and conditions of this Agreement.

- (b) In addition to the permitted disclosures under the Privacy Policy, by submitting information in response to the Workforce Analysis Report questionnaire, or by otherwise submitting or downloading information to a Site or an App, you expressly acknowledge and agree that BenefitMall may provide such responses, information and related Workforce Analysis Reports to independent third-party advisors and that such advisors may contact you for the purpose of supporting your healthcare regulation compliance.
- (c) Neither BenefitMall nor its licensors can guarantee, and BenefitMall and its licensors do not guarantee, their accuracy or reliability or their applicability to your or your client's circumstances. Specifically, you acknowledge and agree that you are solely responsible for confirming the accuracy of any Workforce Analysis Reports, and that BenefitMall does not provide tax or legal services or other expert advice on regulatory matters. You acknowledge and understand that the Compliance Services do not constitute legal advice and that you should obtain an attorney to advise you as to whether you comply with applicable laws.

14.3 Some parts of the Sites or Apps available to you are for payroll services and related functionality (together, the "Payroll Services"). With respect to the Payroll Services and only the Payroll Services, the following terms and conditions, in addition to all other terms and conditions in the Agreement not specific to certain types of functionality that are not Payroll Services, shall apply:

- (a) You use the Payroll Services at your own risk, and BenefitMall shall not be liable for any monetary loss incurred by you, your employees, or any third party arising from or relating to the Payroll Services. You are responsible for confirming the accuracy of the results of the Payroll Services. You acknowledge and understand that the Payroll Services do not constitute legal or tax advice and that you should obtain an attorney and/or tax advisor to advise you as to any legal or tax questions you may have.
- (b) You are solely responsible for all amounts, information, and other inputs entered into the Payroll Services, and you understand that the results of the Payroll Services depend upon the accuracy of the amounts, information, and other inputs that you enter.
- (c) You are solely responsible for all actions affecting your employees and agents, including, without limitation, the withholding of, and remittance to, the proper authorities of employment taxes and other payroll deductions and the administration of all employee benefits and other such programs.
- (d) BenefitMall, through its Payroll Services and other online tools, provides certain information regarding accounts and commissions ("Payroll Account Data") to its customers and partners that use the Payroll Services. While BenefitMall always seeks to provide accurate information, you acknowledge and agree that some Payroll Account Data may not be accurate or available when requested. Payroll Account Data is provided to you as a convenience, and Payroll Account Data may be inaccurate, incomplete or both. You are responsible for independently verifying all such Payroll Account Data. BenefitMall makes no representation or warranty, express or implied, regarding the Payroll Account Data.

