

# TERMS AND CONDITIONS

## TERMS OF USE AGREEMENT

This Terms of Use Agreement (this “Agreement”) describes the rules for using NationsBenefits, LLC (“we”, “us”, “our”,

Please read this Terms of Use Agreement (this “Agreement”) carefully and completely before using NationsBenefits, LLC and its subsidiaries and Affiliates’ (an entity controlling, controlled by, or under common control with a named party) (collectively, “NationsBenefits”, “we”, “us”, “our”, or “Company”) online and mobile websites, platforms, applications, services, or goods provided through or in connection with our online and mobile websites, platforms, or applications (collectively, “Digital Services”).

Your access to, browsing of and use of our Digital Services is subject to the following terms and conditions as well as applicable laws. By accessing, browsing or using our Digital Services, you accept and acknowledge your agreement with and assent to, without limitation or qualification, the terms and conditions of this Agreement and our <https://nationsbenefits.com/terms>. The information and resources contained on and accessible through our Digital Services are made available by the Company and its suppliers and vendors, and other third parties, in each case subject to your agreement to the terms and conditions of this Agreement. By using our Digital Services, you affirm that you are of legal age to enter into this Agreement. If you do not agree to the terms and conditions of this Agreement, you should immediately cease all usage of our Digital Services.

**Your affirmative act of using the Digital Services constitutes your electronic signature to these terms and your consent to enter into this Agreement electronically. You may print and retain a copy of this Agreement. To print, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

We may update this Agreement at any time by posting the updated Agreement to the Digital Services, with the date of last revision listed as the “Effective Date” at the bottom of this Agreement. Any modifications will be effective immediately upon such posting. You should periodically review this page to determine if this Agreement has been updated. Your continued use of our Digital Services following any updates to this Agreement shall constitute notice and acceptance of any such updates.

## ABOUT OUR CONTENT

The information and content (collectively, "Content") provided on the Digital Services is for general informational purposes or general guidance only, and does not constitute medical, legal, financial, accounting, tax, or other professional advice. We do not warrant or guarantee the accuracy, completeness, adequacy or currency of the Content, nor do we endorse any views or opinions that may be included therein. The Content does not constitute the rendering by us of any type of opinion, certification, or guarantee. The Content is not a substitute for medical or other professional advice, and it is important that no medical or other professional decisions should be made without first consulting a personal physician or other applicable professional. The Digital Services and any health-related information and resources contained herein are not intended and must not be taken as the rendering of medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care in any jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse, or other licensed health care professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement discussed on the Digital Services. The receipt of any questions or feedback you submit to us does not create a professional relationship and does not create any privacy interests other than those described in our Privacy Policy.

You understand and agree that neither the Company nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of the Digital Services or the information resources or Content contained on or accessible through the Digital Services.

## **PRODUCTS AND TRANSACTIONS**

Please note that references to or descriptions or images of products or services (or related coupons or discounts) on the Digital Services should not be interpreted as endorsements of such products or services and such products or services may be made available by the Company or by third parties. Resale of products or services purchased from or in connection with our Digital Services is specifically prohibited.

Your properly completed order form constitutes your offer to purchase the goods or services referenced in your order. Your order shall be deemed to be accepted only if and when the Digital Services issues a confirmation number to your order.

Price (including the validity of any discount), quantity, availability of any product or service, and shipping methods and shipping rates, and any other information, descriptions or images on the Digital Services regarding any products or services, are subject to change without notice. Certain weights, measures and similar descriptions are approximate and are for convenience only. We seek to undertake reasonable efforts to accurately display the attributes of products and services, including the applicable colors, however the actual colors that you see will depend on your device, and we cannot guarantee that your device will accurately display such colors.

It is your responsibility to ascertain and obey all applicable local, state, and federal laws (including minimum age requirements) regarding the possession, use and sale of any products or services on our Digital Services. By submitting any information through the Digital Services in connection with purchasing or ordering any products or services, you grant us the right to provide such information to third parties for purposes of facilitating such purchase. Verification of information may be required prior to the acknowledgment or completion of any transaction. Further terms and conditions related to transactions in connection with our services may apply.

## **DISCLAIMER OF WARRANTIES**

Although the Company reserves the right to correct any errors, omissions, or inaccuracies, we do not accept any responsibility for the accuracy, reliability, currency, or completeness of any Content, materials, services, products, merchandise, functionality or other resources (collectively, "Resources") available on or accessible through the Digital Services (even typographical or imaging errors), including the substance, accuracy, or sufficiency of any service or product information listed on the Digital Services. Further, we do not represent that the Digital Services will operate without interruption or error, nor do we provide any assurances of the availability or usability of the online shopping services.

The Company does not accept any liability for the consequences arising from the application, use, or misuse of any Resources contained on or made available through the Digital Services, including any injury and/or damage to any person or property as a matter of product liability, negligence, or otherwise.

The Company further disclaims any responsibility for the accuracy, reliability, currency, availability, or completeness of any Resources found on any third-party sites that link to or from the Digital Services. The Company also does not accept any responsibility for technical failures or for unauthorized access of user transmissions or Resources by third parties. Your access and use of the Digital Services and any other Internet sites, including any Resources contained on, or otherwise made available by, them, is solely at your own risk.

The Company and its suppliers and vendors will attempt to keep the Resources and services accessible through the Digital Services timely and accurate, but make no guarantees, and disclaim any implied warranty or representation about the Digital Services' accuracy, relevance, timeliness, completeness, reliability, security or appropriateness for a particular purpose.

**THE COMPANY AND ITS SUPPLIERS AND VENDORS DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION, CONTENT, SERVICES, PRODUCTS, MERCHANDISE, MATERIALS, FUNCTIONALITY, AND ANY OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE DIGITAL SERVICES, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, MERCHANDISE, MATERIALS, FUNCTIONALITY AND OTHER RESOURCES ARE MADE**

**AVAILABLE AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the foregoing, the Company makes no representation or warranty that the quality of any goods, services, Resources, information or other materials purchased or obtained through the Digital Services will meet your expectations, or that any card ID number or other security measures for access to the Digital Services that you may use or allow others to use in connection with the Digital Services will prevent unauthorized access to your information on the Digital Services, or that any such information will not be accessed or misused by any other party.

**LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SUBSIDIARIES, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, "COMPANY PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE DIGITAL SERVICES, WITH THE DELAY OR INABILITY TO USE THE DIGITAL SERVICES, ANY DEFECTS IN THE DIGITAL SERVICES, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE DIGITAL SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Neither the Company nor its subsidiaries, suppliers, or vendors guarantee the sequence, accuracy, or completeness of any information or content on this or any other Internet sites and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

**THE OPERATION OF THE DIGITAL SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND THE COMPANY'S OR ITS SUPPLIERS' OR VENDORS' CONTROL. THE OPERATION OF THE DIGITAL SERVICES, WHETHER BY THE COMPANY, ITS SUPPLIERS OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO INFORMATION, RESOURCES OR MATERIALS YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE DIGITAL SERVICES, INCLUDING INFORMATION POSTED OR SUBMITTED TO THE DIGITAL SERVICES.**

**WITH RESPECT TO PRODUCTS, GOODS, OR SERVICES PURCHASED THROUGH THE DIGITAL SERVICES, IN NO EVENT SHALL ANY COMPANY PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY**

**DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**ANY LIABILITY ON THE PART OF THE COMPANY PARTIES, IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION, PRODUCT, OR SERVICE PROVIDED.**

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Digital Services would not be provided to you absent such limitations.

## **INDEMNIFICATION**

You hereby agree to indemnify, defend and hold the Company Parties harmless from any liability, loss, claim, and expense by third parties, including reasonable attorneys' fees for counsel of our own choosing related to or arising out of your breach of this Agreement, your use of the Content on the Digital Services, or any copyright infringement, misappropriation, misuse, gross negligence, intentional misconduct or violation of applicable law relating to your use of the Digital Services or Content or Resources. You may not transfer or assign any rights or obligations under this Agreement. In any litigation, you will cooperate with us in asserting any available defenses.

## **COMPLIANCE WITH LAWS**

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Digital Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## **USE RESTRICTIONS AND OBLIGATIONS**

You agree to use the Digital Services only for lawful purposes. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the Digital Services will not be tolerated. You agree that you will not (and will not attempt to): (a) interrupt the operation of the Digital Services in any way; (b) access or use the Digital Services or any component thereof in any manner or for any purpose not expressly authorized by this Agreement; (c) distribute, sublicense, lease, rent, loan, or otherwise use or make any component of the Digital Services available for use by third parties, including as part of a service

bureau, outsourcing, or external consulting arrangement; (d) allow any other person or entity to use your credentials to access, view, or use any component of the Digital Services or for posting, copying, extracting, downloading, viewing, transmitting, or receiving data of any kind; (e) access any component available through the Digital Services via remote access through interfaces or automated means not approved in writing by us; (f) collect, compile, or otherwise attempt to screen scrape, data mine or harvest any component of the Digital Services, including through the creation of any duplicate or derivative data store; (g) deactivate, bypass, or circumvent any access controls or security measures for the Digital Services; (h) post, transmit or otherwise make available through or in connection with the Digital Services any virus or other computer code, file or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment. (i) gain unauthorized access to the Digital Services or another site user's network, systems, or data; (j) engage in any activity or use any device, software, or routine, or introduce any virus, Trojan horse, spyware, adware, or other malicious code, that interferes with a user's access to the Digital Services or the proper operation of the Digital Services; (k) engage in any activity that disrupts or impairs the performance of the Digital Services; (l) access or use the Digital Services in violation of any applicable laws or regulations, the intellectual property or other rights of any third party, or any contractual or legal duty or obligation including in a manner prohibited by this Agreement; (m) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying programming, models, databases, or database structures for the Digital Services; or (n) remove or obscure any copyright, trademark, confidentiality, or other Site notices, terms, or disclosures.

You are strictly prohibited from communicating on or through the Digital Services any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

We reserve the right to terminate or suspend your access to and use of the Digital Services, or parts of the Digital Services, without notice, if we believe, in our sole discretion, that it is in violation of any applicable law or it is harmful to our interests or the interests, including intellectual property or other rights, of another user or other third party partners, affiliates, sponsors, providers, licensors, or merchants.

You agree to provide true, accurate, current, and complete information in connection with the Digital Services. It is your responsibility to maintain and promptly update account information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account and/or your access to use the Digital Services without notice and refuse any and all current and future use of the Digital Services. Because any termination of your access to the Digital Services may be effected without prior

notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Digital Services. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or the Digital Services.

You may be asked to supply a user/member ID and password, and/or other information to register to use all or part of the Digital Services. We may refuse to grant you access to the Digital Services if we have reasonable grounds to suspect that you are impersonating someone else or fraudulently, untrue, and/or illegally supplying a member ID number.

For security reasons, passwords must be non-obvious, hard-to-guess, confidential and changed on a regular basis, and you must log out at the end of each session. You are responsible for maintaining the confidentiality of your member ID, and password and are fully responsible for all activities (including purchases, as applicable) that occur in connection with your card number, user/member ID and/or password such that, for all purposes under this Agreement, any activities in connection with your user/member ID and/or password will be deemed to be your activities. You agree to immediately notify us of any unauthorized use of either your user/member ID, password or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Digital Services using your user/member ID or password. All user/member IDs and passwords remain the property of the Company and may be cancelled or suspended at any time by the Company without any prior notice or any liability to you or any other person.

Your submission of information through the Digital Services is governed by our Privacy Policy, which, among other things, explains how we seek to protect the privacy of the personal information that you provided to us through the Digital Services. You are responsible for obtaining, maintaining and paying for all hardware, software and all telecommunications and other services needed for you to use the Digital Services.

## **MODIFICATIONS AND INTERRUPTION TO THE DIGITAL SERVICES**

The Company and its suppliers and vendors may change or modify the Content, Resources, information, services, products, materials, and any other resources contained on or accessible through the Digital Services, or discontinue the Digital Services altogether, at any time without notice. You acknowledge and accept that the Company does not guarantee continuous, uninterrupted or secure access to the Digital Services and operation of the Digital Services may be interfered with or adversely affected by numerous factors or circumstances outside of the Company's control.

## **INTELLECTUAL PROPERTY RIGHTS**

Subject to your compliance with this Agreement, the Company grants to you, solely for so long as you are permitted by us to use the Digital Services, a limited, revocable, non-exclusive, non-

transferable license to access, use and display the Digital Services (including any content or other materials generally made available through the Digital Services to users of the Digital Services) solely for your personal, non-commercial use. No title, rights, or interests in any downloaded materials from the Digital Services are afforded you as a result of such downloading for personal, non-commercial use.

As between you and the Company, Company (and its subsidiaries, affiliates, suppliers and/or vendors) owns the Digital Services and all the content on the Digital Services, including text, graphics, legends, customized graphics, original photographs, data, images, audio and video clips, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of this material. The Digital Services and all the content on the Digital Services is subject to trademark, service mark, copyright, and/or other intellectual property rights held by the Company and its subsidiaries, affiliates, suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. The Company's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of the Company. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of any content available through the Digital Services, or posting this content or selected portions of this content in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of the Digital Services is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any commercial purposes any portion of the Digital Services, use of the Digital Services, or access to the Digital Services, or to collect any information about Site visitors or users of the Digital Services, or otherwise systematically download and store Site content. You agree that you will not send, upload, post, reproduce, transmit or distribute any communication, content, material, or information of any type through the Digital Services or otherwise to the Company that infringes or violates any rights of any party or violates this Agreement.

If you submit or otherwise provide to the Company any communications, content, or material including, without limitation, any personal or commercial information, idea, concept or invention, you hereby irrevocably grant to the Company an unrestricted, worldwide, perpetual, sublicensable (through multiple tiers), royalty-free license to use, reproduce, display publicly, perform, publish, transmit, distribute and otherwise exploit such content or material in any medium and for any purpose, and you further agree that the Company is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to the Company in accordance with the foregoing license grant. You further irrevocably waive any moral rights or other rights with respect to attribution of authorship or integrity of materials regarding



materials, ideas, concepts or know-how provided to the Company that you may have under any applicable law under any legal theory.

## **TELEPHONE, TEXT, AND FAX, POLICY**

By providing your residential or wireless number(s) and/or email address to the Company, you expressly consent to receive calls or emails from or on behalf of the Company at the number(s) and/or emails provided. Your consent to receive calls or emails is not a condition of any purchase or use of the Digital Services. Consent may be revoked at any time by contacting the Company. Your wireless carrier's standard message and data rates may apply.

## **LINKS**

While visiting our Digital Services, you may go to a link to other online websites, mobile websites, platforms, services, and applications (“Weblinks”) and leave our Digital Services. For your convenience, we provide Weblinks to other online content or sites that may contain information that may be useful or interesting to you. We do not endorse, nor are responsible for, the content, accuracy or accessibility of the content of Weblinks operated by third parties. You are solely responsible for your dealings with such third parties and should review the terms and privacy policies of such third parties.

## **EXPORT CONTROLS**

You may not use, export, re-export, import, sell, transfer, or proxy our Digital Services, Content, or Resources unless such activity is permitted by this Agreement and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive our Digital Services, or any other applicable laws and regulations. In particular, but without limitation, the Digital Services and/or Resources may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using our Digital Services, you represent and warrant that you and any ultimate beneficiary of our Digital Services are not located in any such country or on any such list. You also agree that you will not use our Digital Service for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

## **TERMINATION**

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Digital Services. Your use of the Digital Services is at your sole risk. If you are dissatisfied with the Digital Services, its Content, or any

of the terms, conditions, and policies of this Agreement, your sole and exclusive legal remedy is to discontinue using the Digital Services. If you breach any provision of this Agreement, then you may no longer use the Digital Services. The Company or its subsidiaries, affiliates, suppliers or vendors may at any time and for any reason, with or without cause, and in their sole discretion, immediately: (i) suspend or terminate (in whole or in part) your authorization to use the Digital Services and any account you may have; (ii) suspend or terminate and permanently delete and destroy any user ID, password, URL, IP address or domain name; (iii) remove from the Digital Services and permanently delete and destroy any information (or any components thereof) that you or others may have posted or submitted to the Digital Services (and for purposes of this Agreement, posted and submitted includes transmission on or through the Internet and in hardcopy format through facsimile or post) for any reason or no reason; (iv) restrict access to the information posted or submitted to the Digital Services and to any account you may have; and (v) prohibit you from any future use of the Digital Services; all without any prior notice or liability to you or any other person.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the Digital Services (and any unauthorized further use of the Digital Services, including your indemnification obligations) (b) and any rights or licenses granted to us under this Agreement will survive such termination.

## **DISPUTE RESOLUTION**

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU, ON THE ONE HAND, AND THE COMPANY OR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR VENDORS, ON THE OTHER HAND, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT THE COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as amended by this Agreement. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you. With the exception of any of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this Dispute Resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions is invalid or

unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of the Agreement will continue to apply and be unaffected by this severability provision.

## **NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT**

The Digital Millennium Copyright Act of 1998 (the DMCA) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Digital Services infringe your rights under U.S. copyright law, you (or your agent) may send to the Company a written notice by mail or e-mail, requesting that the Company remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to the Company a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA and be sent to the Company's agent as follows:

By Mail:

NationsBenefits, LLC  
1700 North University Drive  
Plantation, FL 33322  
Attn: Legal Department

By Email:

[legal@nationsbenefits.com](mailto:legal@nationsbenefits.com)

## **GOVERNING LAW**

This Agreement, your use of the Digital Services, all transactions through the Digital Services, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the State of Florida, without giving effect to any choice of law rules. Accordingly, if you choose to access the Digital Services you agree to do so subject to the laws of the State Florida.

## **OTHER TERMS**

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by the Company, in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a user of the Digital Services. You agree that by accepting

this Agreement, you are consenting to the use and disclosure of your personally identifiable information and other practices described in our Privacy Policy Statement.

## **MOBILE DEVICES AND APPLICATIONS**

The following additional terms apply to your access to or use of any mobile application in connection with the Digital Services (together with all information and software associated therewith, the “Application” or “Applications”) through any mobile device (such as tablets, mobile phones, etc.), and are “Additional Terms” as defined above.

**Rights Granted to You.** We grant you a limited, non-exclusive, revocable, non-transferrable license to download, install and use the Applications solely for your personal, non-commercial use on a mobile or tablet device owned or controlled by you and only in accordance with this Agreement and these terms. Other than the limited rights granted in the immediately preceding sentence, no other rights are granted to you. This is only a license, and not a sale of, the Applications to you.

**Additional Restrictions and Notices.** You agree that you will not remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Applications. You acknowledge that we may issue an upgraded version of the Applications and may automatically upgrade the Application that you are using. You consent to such automatic upgrading and agree that this Agreement and these terms shall govern all such upgrades. Our Applications or the Digital Services may include third-party code and other software, which is governed by the applicable open source or third-party end user license agreement, if any, that authorizes the use of such code.

**Third-Party Terms.** You agree to comply with all applicable terms, conditions and agreements between you and any third party that provides products or services that facilitate or enable your use of any Application, and you acknowledge and agree that your use of any Application may result in charges to you by those third parties in connection with the products and services they provide to you (such as data plan charges), and you will be solely responsible for any such charges.

**Termination of Your Rights.** Upon any termination of your rights hereunder, for any reason, you will immediately uninstall or delete the Applications and cease any further use of such Applications.

**Special Notice for International Use/Export Controls.** Any technology or software underlying the Applications or Digital Services that is available in connection with the provision of the Digital Services and the transmission of applicable data (collectively, the “Software”), if any, is subject to United States export controls. No Software may be downloaded from the Applications or Digital Services or otherwise exported or re-exported

in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Applications and/or Digital Services, including as it concerns online conduct and acceptable content.

**Apple iOS App.** If the Digital Services that you use include an Application that you download, access and/or use and that runs on Apple's iOS operating system (an "iOS App"), you acknowledge and agree that:

- The iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system;
- These Terms are between you and us, and not with Apple;
- Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Company, not Apple;
- Except as otherwise expressly set forth in this Agreement, any claims relating to the possession or use of the iOS App are between you and us (and not between you, or anyone else, and Apple);
- In the event of any claim by a third party that your possession or use (in accordance with this Agreement) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- Although this Agreement and its terms are entered into between you and Company (and not Apple), Apple, as a third-party beneficiary under these Terms, will have the right to enforce these terms against you.
- In addition, you represent and warrant that:
  - You are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country;
  - You are not listed on any United States Government list of prohibited or restricted parties; and
  - If the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

**Google App.** If the Digital Services that you use includes an Application that you download, access, and/or use from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that this Agreement and these terms are between you and us only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of

the Google Play Store where you obtained the Google-Sourced Software; (iv) we, and not Google, are solely responsible for our Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or this agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to our Google-Sourced Software.

## **ASSIGNMENT**

You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

## **CONTACT US**

If you have any questions regarding this Agreement, contact us at [legal@nationsbenefits.com](mailto:legal@nationsbenefits.com).

**EFFECTIVE DATE:** 10-08-2023