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   You are hereby granted a personal, limited, non-exclusive, non-assignable and non-transferable license to access and use this Website according to this Agreement. This Website is operated by your Plan Sponsor’s third party service provider, Mercer HR Services, LLC (“Mercer”). Your right to use all or any portion of this Website may be revoked by the Plan Sponsor or Mercer at any time.


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   Any insurance or Service you obtain through this Website is provided based upon information supplied by, or on behalf of, you. You should accurately and completely
provide any information required. Mercer is not responsible for the accuracy or completeness of the information you, your representative or your Plan Sponsor supplies.

**Mercer’s Non-Fiduciary Role.** Mercer facilitates the referral or placement of insurance coverage and related Services as a producer acting on behalf of its clients who maintain insurance benefit programs for their employees or other participants (“Plan Sponsor”). Mercer may also facilitate the referral or placement of other insurance coverage and services. Mercer is not a fiduciary to you or your plan. Neither Mercer, your Plan Sponsor nor this Website recommends any particular coverage or service for you, or makes any representation or warranty that any coverage or service you obtain through this Website is best aligned with your own needs. Coverage and service options available to you through this Website are limited to those selected by your Plan Sponsor and presented to you on this Website. While this Website’s tools may indicate certain benefit options are the “best match” based on your answers to certain “Guided Shopping” questions you will encounter on the Website, you are responsible for independently ensuring that your selection of coverage or service through this Website is appropriate for you. You may bypass this Website’s “best match” tool and can choose any coverage and service from options selected by your Plan Sponsor, regardless of whether this Website designates it as a “best match” for you.

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**Additional Information Is Available.** Upon your request, additional information is available from Mercer regarding its role and compensation from insurers. You may obtain this information by contacting MercerMarketplace.Compensation@mercer.com.

3. **Security and Validation Policy.**

This Website has security and validation mechanisms in place to reasonably assure that no one uses this Website’s Services and tools without proper authorization. You shall not violate or attempt to violate the security or validation mechanisms of this Website or related websites. If you attempt to circumvent the security or validation mechanisms, you and your account will be barred from this Website. If you willfully or knowingly attempt to
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You represent and warrant that (a) you will not delete any of the information included on this Website, including all the text, graphics, photographs, graphs, sounds, images, audio, page headers, software (including HTML and other scripts), buttons, video and other icons and the arrangement and compilation of this information (collectively, the "Information"), (b) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to this Agreement or obtain the coverage or Service selected, (c) the information you have provided is complete and accurate, and (d) you have not and you will not perform any act which might contravene the purposes or effects of this Agreement.

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right without the express permission of the owner of such right, (d) contains a virus, bug
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11. Termination.
Termination or cancellation of this Agreement shall not affect any right or relief to which the Plan Sponsor or Mercer may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you under this Agreement will terminate. This Agreement shall remain in full force and effect unless terminated or canceled for any of the following reasons: (a) immediately by the Plan Sponsor or Mercer for any unauthorized access or use by you except as expressly provided in this Agreement; (b) immediately by the Plan Sponsor or Mercer if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; (c) immediately by the Plan Sponsor or Mercer if you violate any of the other terms and conditions of this Agreement; or (d) immediately upon the termination or expiration of the underlying service agreement between Plan Sponsor and Mercer pursuant to which this Website and the Services are made available to you. Upon termination you must immediately stop using this Website and the Services.

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14. Governing Law; Limitations; Venue.
This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. You hereby irrevocably and unconditionally submit to the jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of this Agreement or your use of this Website or the Services. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of this Website or the Services must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued.

15. Modifications.
This Website, the terms and conditions of this Agreement, and the Services may be modified from time to time by the Plan Sponsor or Mercer. Such modifications may include, without limitation, changes to the Services, changes in implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of this Website. Information within this Website may also be added, withdrawn or
modified at any time. Modifications will be effective immediately upon posting unless indicated otherwise. Please review these Terms of Use periodically for changes. Your use of this Website indicates your full acceptance of this Agreement in its then-current form each time you use this Website.

16. Limitation of Liability and Indemnity.
Your use of this Website, the Services and the content contained herein is entirely at your own risk. This Website and the Services are provided “as is” to the maximum extent permitted by applicable law. Accordingly and to the maximum extent permitted by applicable laws, the Plan Sponsor and Mercer are not liable for any of the following:

a. Indirect, special, incidental, punitive or consequential damages; and
b. Damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss, theft or alteration of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet systems requirements. The above limitations apply even if Plan Sponsor and Mercer and their suppliers and sub-contractors have been advised of the possibility of such damages.

17. Indemnity.
You agree to indemnify and hold Mercer and its suppliers and subcontractors harmless from any and all claims, liability and expenses, including reasonable attorneys’ fees and costs, arising out of your use of this Website and the Services or your breach of these Terms of Use or this Agreement (collectively, "Claims"). Mercer reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Mercer in the defense of any Claims.

18. Export Restrictions.
You acknowledge that this Website, the Services and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations and will not export or re-export the Services, or any part of the Services, in violation of these laws and regulations, directly or indirectly.

19. Personal Information Privacy.

a. Subject to the this Website Privacy Notice Mercer may retain your personal information as necessary to provide Services to you, or to service your benefits with your insurer, Plan Sponsor or employer as necessary, and as permitted by law.
b. You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer.
20. Comments.
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