

Terms of Use – Mercer BenefitsCentralSM

This page provides important information regarding the scope, duration and terms of any insurance or service you may obtain or apply for on this website (“Service”), and describes the terms and conditions of your access to the website (“this Website”). This page opens via a footer navigation link and may not be altered or removed by you. These Terms of Use are a legal document governing your use of this Website and the Services. Please read these terms and conditions (the “Agreement”) carefully before using this Website. By using this Website or the Services, you agree to the terms and conditions set forth herein. If you do not agree to be bound by the terms of this Agreement, please discontinue your use of this Website and the Services.

1. In General.

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.

2. Insurance Provisions.

General. Mercer provides certain insurance and other Services through Mercer Health & Benefits LLC and Mercer Health and Benefits Administration LLC, affiliates that possess and maintain required insurance producer and or broker licenses. References to Mercer in this Agreement shall include such affiliates as appropriate.

Insurance Terms And Conditions. Insurance or other Services obtained through this Website are provided by a separate and independent insurance carrier or service provider under terms and conditions exclusively set forth in the insurance or services contract issued by such carrier or service provider. Among other items, those terms and conditions define one’s eligibility for coverage, available benefits, coverage duration, claims processes and any other conditions that must be satisfied to obtain and maintain coverage. You should refer to the terms and conditions issued by each carrier and service provider for a complete description of coverage or Service, and make your own independent judgment as to whether this coverage or Service satisfies your insurance needs. As these carriers and service providers are separate and independent from Mercer, Mercer is not responsible for any carrier’s or service provider’s failure to provide the coverage or service.

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.

Mercer's Compensation. In accordance with industry custom, Mercer's compensation includes commissions paid by insurers that are calculated as a percentage of the insurance premiums those insurers collect for the coverage you obtain. The rate of commissions paid to Mercer and resulting commission payment amounts may vary depending on the type of insurance or Service purchased, the insurer or service provider who provides such coverage or Service, and other factors such as Mercer's book of business with this insurer or service provider. Mercer may also receive additional monetary and non-monetary compensation from insurers or others that includes payment for marketing or technology related expenses, and other service fees. Mercer's compensation may vary depending on the type of insurance or Service purchased, and the insurer or service provider selected.

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

misrepresent your identity at any time, your use of this Website will be denied. Any applicable court or governmental agency or authority may be notified of any suspected fraudulent use of this Website or violation of its security or validations mechanisms. Any and all information transmitted or received through this Website may from time to time, be monitored. The transmission or receipt of any information which is deemed inappropriate or that violates any term or condition of this Agreement may, without further notice to you, be reviewed, censored or prohibited. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. Unauthorized uses and unauthorized users of this Website will be prosecuted to the full extent of the law.

4. Representations and Warranties.

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.

5. Ownership and Restrictions on Use.

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owner's prior written consent. You may not use the information to facilitate unfair competition with this Website or the Services or in any manner which violates applicable U.S. or international law. Under no circumstances will you acquire any ownership rights or other interest in the Information through your access of this Website.

6. Use Restrictions.

The license granted to you in this Agreement does not permit you to resell, redistribute, broadcast or transfer the Information or use the Information in a searchable, machine-readable database or file except through authorized access to this Website. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portion of the Information. You may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, modify, create derivative works, store or time-share this Website, any part thereof, or any of the Information received or accessed from this Website to any other person or entity unless you first obtain Mercer's specific written authorization. You agree to use this Website and Information from the Service for lawful purposes only. You agree not to post or transmit any information through this Website which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, (c) is protected by copyright, trademark or other proprietary right without the express permission of the owner of such right, (d) contains a virus, bug or other harmful item, or (e) is used to unlawfully collude against another in restraint of trade and competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your wrongful use of this Website.

7. Submissions.

If you send us suggestions, ideas, notes, computer programs, drawings, concepts, or other information of any kind (collectively, the "Ideas"), the Ideas shall be deemed and shall remain the sole, exclusive and absolute property of Mercer.

8. Linking.

The Services may contain links to other sites. The policies at other sites, which may be owned and operated by third parties, may be different from these Terms of Use and the related Privacy Notice. Those third party sites' policies will govern the use of information you provide to them or that you obtain from them. Mercer makes no representations whatsoever about any other website that you may access through this Website. The access to other links through the Services do not imply that Mercer is affiliated with or otherwise endorses any third parties, that it is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo, or copyright symbol

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9. Copyright Infringement Claim and Copyright Agent.

The Plan Sponsor and Mercer accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials. Your license to use this Website or the Information may be terminated if it is determined that you are involved in any infringing activity, regardless of whether the material or activity is ultimately determined to be infringing.

10. Password.

You accept full responsibility for use of your username and password and for maintaining the confidentiality of your username and password. You are the only person authorized to use your username and password. You shall not permit or allow other persons to have access to or use your username or password. You may not disclose any Information to any third party, except to your financial, legal or tax advisors, and others with whom you share medical decisions (if applicable to the Service) or the Services provided by or through this Website. You are solely responsible for the confidentiality and security of your password. If, at any time, you learn or suspect that your password has been disclosed or otherwise made known to anyone other than yourself, you agree to immediately notify the Plan Sponsor or Mercer. Re-issuance and reactivation of passwords is subject to applicable security and validation procedures. You will not receive a new password if you have violated, or allowed others to violate, the applicable security procedures or this Agreement.

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.

12. Delays in Services.

The Plan Sponsor and Mercer shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, data processing failures, telephone interconnect problems, utility failures or problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes beyond the reasonable control of the Plan Sponsor or Mercer. The Plan Sponsor and Mercer shall have no responsibility to provide access to the Service while the interruption of this Website and/or the Service exists.

13. Disclaimer.

MERCER WILL NOT AUDIT OR OTHERWISE VERIFY INFORMATION YOU PROVIDE TO OBTAIN INSURANCE COVERAGE OR THE OTHER SERVICE YOU SELECT. MERCER IS NOT RESPONSIBLE FOR ANY INSURANCE COVERAGE OR SERVICES OBTAINED, INCLUDING ANY CHANGES THERETO, OR ANY BENEFITS THERE UNDER, OR ANY CLAIMS, PAID OR DENIED, OR ANY PENALTIES OR INTEREST RELATED THERETO. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLAN SPONSOR AND MERCER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND WITH RESPECT TO THIS WEBSITE AND THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PLAN SPONSOR AND MERCER DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THIS WEBSITE OR THE SERVICES. THE PLAN SPONSOR AND MERCER DO NOT

WARRANT THAT YOUR USE OF THIS WEBSITE OR THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAW OR REGULATION. IN NO EVENT WILL THE PLAN SPONSOR OR MERCER OR ANY OF THEIR AFFILIATES, AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE SERVICES, EVEN IF THE PLAN SPONSOR OR MERCER HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES THAT YOU SUFFER OR IF ANY REMEDY YOU HAVE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF THIS WEBSITE OR THE SERVICES, WHETHER FOR BREACH OF CONTRACT OR ANY OTHER CAUSE OF ACTION. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS WEBSITE AND THE SERVICES IS IN COMPLIANCE WITH APPLICABLE LAW. MERCER SPECIFICALLY DISCLAIMS THAT MERCER, INCLUDING ANY OF ITS AFFILIATES AND VENDORS, IS IN ANY MANNER ACTING AS A FIDUCIARY, TRUSTEE, 'ADMINISTRATOR' OR 'NAMED FIDUCIARY' UNDER ANY PLAN SPONSOR OR PLAN SPONSOR-ADMINISTERED OR AUTHORIZED EMPLOYEE BENEFIT PLAN.

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.

For questions or comments concerning this Website, this Agreement or the [Privacy Notice](#) please contact Mercer.