#### Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Aviben websites located at <a href="https://www.aviben.com">https://www.aviben.com</a>, <a href="https://www.aviben.com">https://www.ebcsolutions.com</a>, the Aviben app, any Aviben affiliated social media account, including but not limited to Facebook, Instagram, LinkedIn, and Twitter, and any virtual, recorded, or live Aviben presentation, (collectively, the "Aviben Websites"), and all associated sites and email addresses linked to the Aviben Websites by Aviben, its subsidiaries, partners, and affiliates (collectively, the "Site"). The Site is the property of Educators Benefit Consultants, LLC d/b/a Aviben ("Aviben") and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE, SO PLEASE READ THEM CAREFULLY; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Aviben has the right to change, modify, add or remove any part of the Terms of Use. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following any changes to the Terms of Use will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Aviben grants you a non-exclusive, non-transferable, limited privilege to enter and use the Site.

### **Electronic Communications**

By using the Site, or sending e-mails, text messages, comments, and other communications from your desktop or mobile device to Aviben, you may be communicating with us electronically. You consent to receive communications from Aviben electronically, such as e-mails, texts, or notices and messages on this site or through other Aviben Services such as the Consumer and Employer portal. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to the use, authenticity, and binding effect of electronic signatures. Your submission of any Content to Aviben via electronic means constitutes your agreement to the use, authenticity, and binding effect of your electronic signature.

#### **Your Content & Claim Submission**

Certain features or services offered on or through the Site allow you to enter and/or upload information or content. You certify, warrant, and promise that the content or information that you upload is true, accurate, and complete and that you have the right or authorization to do so. You acknowledge that Aviben has no duty or obligation to verify the accuracy of the content or information you enter and/or upload. Aviben has the right but not the obligation to monitor and edit any content or information. You agree to indemnify and hold Aviben, its officers, directors, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Aviben due to or arising out of or in connection with the information that you enter and/or upload to or through the Site.

You certify that all expenses for which reimbursement is claimed by submission of Your Content were incurred by you or your eligible spouse, or dependent(s). You certify that the medical expenses incurred by you or your dependents are qualifying expenses as defined by the Internal Revenue Service Code and your relevant Plan. If these expenses are not qualified expenses you understand that you will be liable for payment of all related taxes on all ineligible amounts paid out by the Plan. You certify that the

expenses claimed have not been reimbursed or, in the case of a health reimbursement arrangement, cannot be reimbursed under any other health plan coverage.

You certify that all services for which reimbursement or payment is claimed by submission of Your content were provided during a period while you or your dependents were covered under the Company's relevant Plan with respect to such expenses and that the expenses have not been reimbursed or will not be presented for reimbursement through any other coverage plan. You fully understand that you alone are fully responsible for the sufficiency, accuracy, and veracity of all information relating to any claims submitted and/or disbursement requested, and that unless an expense for which payment or reimbursement is claimed is a proper expense under the Plan, you may be liable for payment of all related taxes including federal, state, or city income tax on amounts paid from the Plan which relate to such expense.

# **Aviben Content**

All text, photographs, depictions, artwork, graphics, trademarks, logos, sounds, music, digital downloads, data compilations, software, and computer code (collectively, "Content"), including but not limited to the placement, layout, arrangement, and expression of the Content, contained on the Site is owned, controlled or licensed by or to Aviben, and is protected by various intellectual property rights, including but not limited to trade dress, copyright, patent, trademark, and unfair competition laws.

You may use Content provided by Aviben regarding its products and services that is made available by Aviben for such Use provided that you (1) not remove any proprietary language, logos, and copyright information in all copies of such Content, (2) use this Content only for your personal, non-commercial purposes, (3) make no modifications to any such Content, and (4) not make any additional representations or warranties relating to such Content.

Aviben attempts to be as accurate as possible. However, Aviben does not warrant that any Content on its Site is accurate, complete, reliable, current, or error-free.

### Use of the Site

Certain features or services offered on or through the Site may require you to open an account or enter in personal information of yourself or others. You are solely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Aviben immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Aviben or any other user of or visitor to the Site due to someone else using your ID, password or account.

You may not use anyone else's ID, password or account at any time. Aviben cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

By using the Site, or sending e-mails, text messages, and other communication, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site or to emails listed on the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted or secure.

You may not attempt to gain unauthorized access to any portion of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network or server connected to the Site, nor breach the security or authentication measures on the Site or any network or server connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Aviben, including any Aviben account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Aviben or others.

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm, or any similar process, to access, acquire, copy or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any Content through any means not purposely made available through the Site.

### **Third Party Links**

This Site may contain links to other independent third-party Web sites ("Links"). These Links are not under Aviben's control, and Aviben is not responsible for and does not endorse the content of such Links, including any Content contained on such Links. These Links are provided solely as a convenience for visitors, however, you will need to make your own independent judgment regarding your interaction with these Links.

# **Disclaimers**

AVIBEN DOES NOT WARRANT THAT THE SITE OR ANY CONTENT WILL BE ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. AVIBEN CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR ERRORS OR DESTRUCTIVE FEATURES. AVIBEN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AVIBEN DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY AVIBEN SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKS. YOUR SOLE REMEDY AGAINST AVIBEN FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

### **Limitation of Liability**

Except where prohibited by law, in no event will Aviben be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Aviben has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Aviben is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Aviben's liability shall in no event exceed the greater of (1) the total of any fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Aviben, or (2) US\$10.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

## Indemnity

You agree to indemnify and hold Aviben, its officers, directors, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Aviben by any third party due to or arising out of or in connection with your use of the Site.

# Severability

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Aviben with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing are hereby superseded and cancelled. Aviben's failure to enforce strict performance of these Terms of Use shall not be construed as a waiver by Aviben of any provision or any right it has to enforce these Terms of Use. Any conduct between Aviben and you or any other party will not be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.