**EBENEFITS NETWORK, LLC**

**MARKETPLACE TERMS OF SERVICE**

**Last Updated:[May 20], 2021**

eBenefits Network, LLC (“eBN,” “we,” “us,” “our,” or the “Company”) provides its services (described below) to You through its website [insert], its mobile applications and related services (collectively, such services, including any new features and applications, the “Service”) offered through our platform marketplace (the “Platform”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”).

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify You, either through the Platform user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Service or changes made for legal reasons will be effective immediately. Your continued use of the Service and/or Platform after the date any such changes become effective constitutes Your acceptance of the new Terms of Service.

The Platform contains information, including, without limitation, all text, graphics, photographs, graphs, sounds, data, images, audio, video, page headers, software (including HTML and other scripts), buttons, and other icons, and the arrangement and compilation of this information (collectively, the “Information”) that is either owned or licensed by the Company.

The Company, through its proprietary Platform, offers a web-based marketplace to connect vendors, brokers and partners with employers and employer groups for the purpose of obtaining and accessing various open enrollment, compliance and employee benefits.

**IF YOU DO NOT AGREE WITH ANY PORTION OF THESE TERMS OF SERVICE, YOU ARE PROHIBITED FROM USING OR ACCESSING THE SERVICES AND/OR THE PLATFORM.**

Any personal data You submit to the Platform or which we collect about You is governed by our Privacy Policy. You acknowledge that by using the Platform, you have read and accept the terms of our Privacy Policy, which is incorporated by reference as if fully set forth herein.

THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS AND TO WAIVE YOUR RIGHT TO A JURY TRIAL AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY.

1. **DEFINITIONS**

In addition to the terms defined above, the following terms have the meanings described below as follows:

* “**Confidential Information**” means any information or materials provided by one party to the other party hereunder and reasonably understood to be confidential or otherwise conspicuously marked as such;
* “**Broker**” means the seller of an insurance product;
* “**Employer User**” means an employer or employer group;
* **“User”** or **“Users”** refers to both Employer Groups and End Users who use the Platform;
* **“Vendor”** means brokers and carriers who pay a subscription fee to use the Platform;
* **“We,” “our,”** or **“us”** refers to the Company and the Company’s use of the Platform;
* **“You”** or **“Your”** refers to a User of the Platform.

1. **ACKNOWLEDGMENT AND ACCEPTANCE.**

By accessing and using the Platform you thereby agree (a) that You have received, read and understood these Terms of Service, and that these Terms of Service create a valid and binding agreement, enforceable against you in accordance with the terms hereof, (b) to be bound by these Terms of Service, any terms, conditions or other rules, regulations or policies of the Company, as each may be amended or supplemented from time to time in our sole discretion without notice, and (c) that Your use of the Platform shall comply with all applicable federal, state and local laws, rules or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws, rules or regulations applicable to your use of the Platform.

Additionally, and without limiting the foregoing, by using or accessing the Service, You represent and warrant to us that You: (a) are 18 years of age or older, (b) are not currently restricted from using the Platform, or not otherwise prohibited from having an account with us, (c) are not a competitor of the Company, or engaged in any business or activity, directly or indirectly, that could be competitive with the business or activities of the Company, and are not using the Platform for any reason that may be in competition with the Platform or any other product or service offered by the Company, (d) have full power and authority to enter into and perform these Terms of Service, and doing so will not violate any other agreement to which you are a party, (e) will not violate any rights of the Company, including, without limitation, intellectual property rights such as patent, copyright or trademark rights, and (f) agree to provide, operate and maintain, at your sole risk, cost and expense, all equipment, software, and internet access necessary to use the Service.

1. **MARKETPLACE COMMUNITY GUIDELINES OF USE**

The Platform contains, among other things, User profiles, message boards, reviews/ratings, and other mechanisms for Vendors to communicate with Users. Without limitation, You agree to abide by the following community guidelines when using the Platform:

1. That the content, materials, services and other intellectual property contained or embodied in the Platform are owned by the Company and are protected by patent, copyright, trademark and other similar laws;
2. Exercise caution and common sense, same as you would in any other interaction with persons unknown to you, to protect your personal information and data.
3. Not to transmit, send or otherwise post unauthorized commercial communications (such as spam), or other similar materials or advertisements, using the Site;
4. Not to access the Site using any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;
5. Not to engage in multi-level marketing using the Platform , including, without limitation, pyramid schemes and similar marketing concepts;
6. Not to upload, use or disseminate viruses or other malicious code or other abusive scripts or processes;
7. Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;
8. Not to bully, intimidate, or harass any person;
9. Not to post content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by the Company in its sole discretion;
10. Not to post content of a religious or political nature, or other such found to be sensitive by the Company that may be offensive or objectionable to other users of the Platform.
11. Not to use the Platform in any manner that is, or could reasonably be construed to be, unlawful, including, without limitation, in violation of any law, and/or rules of any national or other governmental agencies, and any regulations or other pronouncements having the force of law;
12. Not to use the Platform in any manner that is, or could reasonably be construed to be, in violation of these Terms of Service, fraudulent, misleading, malicious or discriminatory;
13. Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial of service attack;
14. Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Platform, or to artificially generate traffic to another website;
15. Not to facilitate or encourage any violations of these Terms of Service;
16. Not to post or make any defamatory, disparaging or false statements, claims or allegations related to the Platform, the Company its officers, contractors, and/or employees, or any other product or service offered by the Company;
17. Not to make your account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
18. Not to issue chargeback disputes against the Company;
19. Not to use patented, copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
20. Not to copy, distribute or disseminate the Platform or any portion thereof, and not to transfer the Platform, or any portion thereof, to another person or “mirror” the Platform, or any portion thereof, on any other server;
21. Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, the Platform or any portion thereof; and
22. Not to take any other action that could result in any damage or disruption to the Platform, or that could otherwise result in any liability, damages, costs or expenses on the part of the Company.
23. You will respect the privacy of other Users (including, but not limited to Users’ private, family and home life), as well as the data and property of other Users.

Your failure to abide by these Terms of Services will result in your immediate removal from the Platform and cancellation of all Services provided by the Company.

1. **ACCESS TO THE SERVICE AND/OR PLATFORM**

* Each User will be provided with a unique identifier to access and use the Service (“Username”). The Username shall only be used by an authorized User to whom it is assigned, and shall not be shared with, or used by any other person. Users will implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly, but in no event later than 24 hours of learning of such event, notify the Company if a username and password has been lost, stolen, compromised, or misused.
* Users are permitted to access and use the Platform using an Application Program Interface (“API”) subject to the following conditions:
  1. use of the Platform using an API, including use of an API through a third-party product that accesses and uses the Service, is governed by these Terms of Service.
  2. the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from any use of an API or third-party products that access and use the Platform via an API;
  3. Excessive use of the Platform using an API may result in temporary or permanent suspension of access to the Platform via an API. The Company, in its sole discretion, will determine excessive use of the Platform via an API, and will make a reasonable attempt to warn the User prior to suspension; and
  4. the Company reserves the right at any time to modify or discontinue, temporarily or permanently, access and use of the Platform via an API, with or without notice.
* We reserve the right to temporarily suspend access to the Platform for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavor to provide no less than one business days’ notice prior to any such suspension if possible. Such notice shall be provided to You in advance, if possible, via notification within the Platform and/or Service, email or other notification method deemed appropriate by the Company. Further, we shall endeavor to confine planned operational suspensions with a best effort to minimize disruption to the User, but reserve the ability to temporarily suspend operations without notice at any time to complete necessary repairs. In the event of a temporary suspension, we will endeavor to use the same notification methods listed in this section to provide updates as to the nature and duration of any temporary suspension if possible. You agree that we will not be liable for any loss, cost, damage, or expense resulting from or relating to your lack of access to the Platform and/or Service.

1. **GRANT OF LICENSE**
   1. **eBN’s License Grant to User.**

eBN hereby grants You a fully revocable, non-exclusive, non-transferable, limited license to use and access the Services and/or the Platform, subject to the limitations set forth in these Terms of Service. The license granted to You to use the Service and/or the Platform does not include the right to copy or distribute any portion of the Service and/or the Platform, such as layout or design of the website, logos, graphics, or images.

Except for the non-exclusive license granted pursuant to these Terms of Service, You acknowledge and agree that all ownership, license, intellectual property and other rights and interests in and to the Service and/or the Platform shall remain solely with eBN.

* 1. **User License Grant to eBN.**

You grant to eBN a non-exclusive, royalty-free right during Your use of the Service and/or the Platform, to use any of Your content for the sole purpose of performing the Service and providing the Platform in accordance with these Terms of Service. Such rights shall include permission for eBN to generate and publish aggregate, anonymized reports on system usage and trends and type, provided they do not conflict with the confidentiality provisions set forth herein. You represent and warrant that you have the rights necessary to grant the license hereunder, and that your User content does not infringe the law or third party rights or interests. You understand and agree that eBN, in performing the required technical steps to provide the Service and/or Platform to our users, may need to make changes to Your content to conform and adapt such data to the technical requirements of connection networks, devices, service, or media, and the foregoing licenses include the rights to do so.

1. **INTELLECTUAL PROPERTY**
   1. **Content, Software and Trademarks:** You acknowledge and agree that the Service and/or Platform may contain content or features (“Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by eBN, You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service, the Platform or the Content, in whole or in part, except that the foregoing does not apply to Your own Content (as defined below) that you legally upload to the Platform. In connection with Your use of the Service and/or Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by eBN from accessing the Service and/or Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service, the Platform or the Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service and/or Platform or distributed in connection therewith are the property of eBN, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by eBN.  
      The eBN name and logos are trademarks and service marks of eBN (collectively the “Trademarks”). Other business, product, and service names and logos used and displayed via the Service and/or Platform may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to eBN. Nothing in this Terms of Service or the Service and/or Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on the Service and/or Platform, without our prior written permission in each instance. All goodwill generated from the use of the Trademarks will inure to our exclusive benefit.
   2. **Third Party Material:** Under no circumstances will eBN be liable in any way for any content or materials of any third parties (including Users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that eBN does not pre-screen content, but that eBN and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service and/or Platform. Without limiting the foregoing, eBN and its designees will have the right to remove any content that violates these Terms of Service or is deemed by eBN, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content
   3. **User Content Transmitted Through the Platform:** With respect to the content, data, information or other materials You upload through the Service and/or Platform or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant eBN and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service and/or Platform in any form, medium or technology now known or later developed.  
      You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by You to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.  
      You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of eBN and its users. You understand that the technical processing and transmission of the Service and/or Platform, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
2. **CONFIDENTIALITY**

No party shall disclose to any third party any Confidential Information without the other party’s prior written consent, except as otherwise expressly permitted under these Terms of Service; provided, however, eBN may use and disclose Your Confidential Information (in accordance with our Privacy Policy) as necessary to provide the Service and/or Platform.

The foregoing restrictions do not apply to (i) any information that is in the public domain or already in the receiving party’s possession, (ii) was known to the receiving party prior to the date of disclosure, (iii) becomes known to the receiving party thereafter from a third party having an apparent bona fide right to disclose the information, or (iv) Confidential Information that the receiving party is obligated to produce pursuant to a court order or a valid administrative subpoena, providing receiving party provides disclosing party of timely notice of such court order or subpoena. (unless the receiving party is legally precluded from providing such notice).

This Section will survive termination or expiration of Your use of the Service and/or Platform.

1. **LINKS TO THIRD PARTY WEBSITES**

The Platform may contain links to websites maintained by third parties that may or may not be related to eBN. Such links are provided for Your convenience and reference only. We do not operate or control in any respect any information, software, products or service available on websites that are unrelated to us, and we do not endorse, approve, sponsor or control any such websites’ contents, or its sponsoring organization.

When You leave the Platform for another website, please note that we are not responsible for the accuracy or content of the information provided by that website, nor are we liable for any direct or indirect technical or system issues arising out of Your access to or use of third party technologies or programs available through that website. YOU AGREE THAT EBN WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSS OR DAMAGE YOU MAY INCUR AS THE RESULT OF THE SERVICE OFFERED BY A THIRD PARTY, INCLUDING ANY DATA BREACH RESULTING FROM USE OF A THIRD PARTY WEBSITE.

1. **ELECTRONIC COMMUNICATION**

The communications between You and eBN use electronic means, whether you use the Service and/or the Platform or send us emails, or whether we post notices on the Platform or communicate with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

1. **INDEMNIFICATION**

As a condition of your use of the Service and/or the Platform, You agree to hold harmless, defend, and indemnify eBN and all of our affiliates, vendors and licensors,, employees, officers, directors, agents and representatives, from and against any and all liabilities, expenses (including attorneys’ fees), losses, and damages arising out of claims resulting from Your use of the Services and/or Platform, including without limitation any claims alleging facts that if true would constitute your breach of these Terms of Service or any provision herein, including any use of Content or User Data, as applicable, other than as expressly authorized by these Terms of Service.

You acknowledge the risk that information and the Content or User Data, as applicable, stored and transmitted electronically through the Platform may be intercepted by third parties. You agree to accept that risk and will not hold eBN liable for any loss, damage, or injury resulting from the interception of information. The Content and/or User Data is stored securely and encrypted. eBN may access and transfer the Content and/or User Data and only to provide You with the Service and/or Platform.

This Section, as well as other sections that are intended to survive, shall survive termination of your access to or use of the Service and/or Platform.

1. **SERVICE FEES.**

* *Services Fees*. Users will pay certain non-refundable fees for the Service at the prices then in effect for the Service, and authorizes eBN to charge your chosen payment provider or valid credit card for any such amounts. We may increase Service Fees from time to time by providing you with no less than thirty (30) days advance notice; provided, however, the Service Fees for any Service subject to a fixed term, will only be increased at the time of renewal of your subscription to such Service. Service Fees are non-refundable if you terminate your subscription early, including payments made by annual Users, setup fees, and other professional services charges. User agrees to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.
* *Payment Frequency*. Users with monthly paying subscriptions will be charged upon the expiration of any applicable free trial period. Subscriptions cancelled prior to the expiration of any trial period, will not be charged. Monthly subscribers will thereafter be charged in advance each 30 days. Annual subscribers will thereafter be charged annually on the anniversary date of the initial subscription charge.
* *Collection of Delinquent Service Fees*. You acknowledge that your failure to pay any Service Fees when due may result in suspension or termination of your subscription to the Service. If you fail to pay any of the fees or charges due hereunder, we reserve the right to, among other things, engage an attorney or a collections agency to collect the delinquent fees and charges. You agree to pay all fees and costs incurred by us in connection with the collection of such delinquent amounts, including without limitation, any and all court and related costs, attorneys’ and/or collections agencies’ fees plus interest in an amount equal to the lesser of 1.0% per month or the maximum rate permitted by applicable law.

1. **TERM AND TERMINATION.**

The term of these Terms of Service shall be conterminous with your use of the Service and/or Platform. Notwithstanding anything to the contrary herein, we may terminate or suspend your access to the Service and/or Platform, in whole or in part, prior to the expiration of the term in the event of any of the following:

* 1. You breach these Terms of Service and, if such breach is capable of cure, fail to cure within five (5) days of notification of breach.
  2. You become insolvent, enter into reorganization or bankruptcy, make a general assignment for the benefit of creditors, admit in writing your inability to pay debts as they mature, suffer or permit the appointment of a receiver, any of which in our judgment impairs your ability to perform your responsibilities under this these Terms of Service.
  3. For any other reason expressly identified in these Terms of Service or our policies and procedures made available to you.

In the event we terminate your use of the Service and/or Platform prior to the expiration of its term, we will provide you with notice of such termination and termination will become effective on your receipt of notice.

1. **DISCLAIMER OF WARRANTIES.**

The Service and/or Platform, including all Content, additions, changes and/or improvements, are provided “as-is”. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice or other content available through the Site.

We may change or discontinue any aspect or feature of the Service and/or Platform, or the use of all or any features or technology in the Service and/or Platform, or the third-party content at any time without prior notice to you. Your only right or remedy with respect to any problems or dissatisfaction with the Service and/or Platform is to cease use of the Service and/or Platform.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EBN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND/OR PLATFORM. EBN MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONTENT OR OPERATION OF THE SERVICE, PLATFORM, SITE WEB PAGES, PLUG-INS, OR THE USE THEREOF. THE CONTENT ON OR AVAILABLE THROUGH THE SERVICE AND/OR PLATFORM COULD INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND COULD BECOME INACCURATE BECAUSE OF DEVELOPMENTS OCCURRING AFTER THEIR RESPECTIVE DATES OF PREPARATION OR PUBLICATION. EBN SHALL HAVE NO OBLIGATION TO MAINTAIN THE ACCURACY OF ANY CONTENT ON OR AVAILABLE THROUGH THE SERVICE AND/OR PLATFORM.

YOU ACKNOWLEDGE AND AGREE THAT EBN IS NOT, AND SHALL NOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THE SERVICE AND/OR PLATFORM. EBN MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE OPERATION OF THE SERVICE AND/OR PLATFORM WILL MEET YOUR OR ANY OTHER USER'S REQUIREMENTS; (B) ACCESS TO THE SERVICE AND/OR PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; OR (C) ANY DEFECTS IN THE SERVICE AND/OR PLATFORM WILL BE CORRECTED. YOU AGREE THAT YOU, AND NOT EBN, WILL BEAR THE ENTIRE COST OF ALL SERVICING, REPAIR, CORRECTION OR RESTORATION THAT MAY BE NECESSARY FOR ANY USER DATA, CONTENT, SOFTWARE PROGRAMS OR COMPUTER EQUIPMENT BECAUSE OF ANY VIRUSES, ERRORS OR OTHER PROBLEMS YOU MAY HAVE AS A RESULT OF USING, VISITING, OR INTERACTING WITH THE SERVICE AND/OR PLATFORM.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

1. **LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL EBN, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, PLATFORM, ANY WEBSITES LINKED TO THE SERVICE, PLATFORM OR ANY CONTENT CONTAINED IN THE SERVICE AND/OR PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF EBN AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THESE TERMS OF SERVICE, SERVICE, PLATFORM OR USER DATA, CONTENT, OR FROM THE USE OF OR INABILITY TO USE THE SERVICE AND/OR PLATFORM EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO EBN BY THE USER HEREUNDER IN THE SIX MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

You acknowledge that the Service and/or Platform has been made available to You in reliance upon these Terms of Service, and in particular the Disclaimers and Limitations of Liability sections above.

**14. HEALTH AND INSURANCE RELATED INFORMATION**

* 1. **Insurance Related Content:** As part of the Service, Users may provide You with summary information about insurance plans or available to You individually via third-parties. The information displayed on the Platform is summarized and is not intended to replace the insurance policy documents issued by each insurer, nor the enrollment records maintained by each insurer. If there is ever any discrepancy between the insurance plan or policy information displayed on the Platform, and the insurance plan or policy information detailed in the insurance carrier’s plan documents, the insurance carrier’s plan documents or records will govern. eBN is not an insurer and does not issue insurance policies or pay claims.
  2. **Health Related Content:** Any health-related information, data, software, photographs, graphics, videos, text, images, typefaces, sounds and other material residing on the Platform describes general principles of health care that should not be construed as specific instructions for individual patients. It is not intended as a substitute for a consultation between patients and their health care provider, and should not be used to diagnose or treat a health problem without consulting a qualified health care provider. You understand and agree that in no event will eBN be liable for any decision made or action taken in reliance on the information contained on, or accessible through, the Platform. Reliance on any information provided by, or otherwise appearing on, the Platform is solely at your own risk.
  3. **Medical Advice Disclaimer:** AS FURTHER SPECIFIED HEREIN, YOU ACKNOWLEDGE AND AGREE THAT EBN DOES NOT PROVIDE ANY MEDICAL DIAGNOSIS OR TREATMENT SERVICES OR ADVICE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ENDORSEMENTS REGARDING ANY MEDICAL INFORMATION THAT YOU MAY OBTAIN THROUGH THE PLATFROM. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH THE PLATFORM.    
     NO HEALTH CARE PROVIDER/ PATIENT RELATIONSHIP IS CREATED BETWEEN EBN AND AN INDIVIDUAL WHEN AN INDIVIDUAL USE THE SERVICE AND/OR THE PLATFORM. EBN IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER THIRD PARTY INFORMATION, SITE, PRODUCT, OR SERVICE THAT IS PURCHASED OR ACCESSED THROUGH THE SERVICE AND/OR PLATFORM.

1. **FORCE** **MAJEURE.**

eBN will not be liable for any losses caused directly or indirectly as a result of causes or events beyond the control of eBN, including but not limited to natural disasters, acts of God, epidemics, pandemics, war, terrorism, actions or decrees of governmental bodies, pandemics, exchange or market rulings, failure of the Internet, communication lines or utility systems, equipment and systems failures, unauthorized access, and theft, or any such similar incidents or occurrences (each, a "Force Majeure Event"). All of the obligations of eBN with respect to the affected elements under these Terms of Service will be suspended for the duration of such Force Majeure Event.

1. **CHILDREN**

The Platform is intended for adults 18 years or older. You are not permitted to use the Platform if you are under the age of 18. By using the Platform, you agree to provide us with accurate information concerning your age or identity if we request it. You also agree not to assist children under the age of 18 in accessing the Platform.

1. **CHOICE OF LAW AND JURISDICTION**

These Terms of Service and any claim, controversy, or dispute arising out of or relating to the Terms of Service or Your use of the Services and/or Platform shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to any conflict of law principles.

1. **DISPUTE RESOLUTION/AGREEMENT TO ARBITRATE**

**BY AGREEING TO THESE TERMS OF SERVICE, YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND RESOLVE DISPUTES WITH EBN THROUGH BINDING ARBITRATION (AND WITH VERY FEW LIMITED EXCEPTIONS, NOT IN COURT), AND YOU WAIVE CERTAIN RIGHTS TO PARTICIPATE IN CLASS ACTIONS (AS DETAILED IN THE DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER BELOW).**

In the event a dispute of any kind arises out of, in connection with, or relating to these Terms of Service between you and the Company (including any dispute concerning its construction, performance, or breach), the parties agree to submit the dispute to arbitration for final resolution. You and the Company agree to attempt to resolve the dispute informally for at least 30 days before proceeding to arbitration. All documents, discovery, and other information related to any such dispute, and the attempts to resolve or arbitrate such dispute, will be kept confidential to the fullest extent possible. If a dispute arises, any party to the dispute will give written notice to each other party. After notice has been given, the parties in good faith will attempt to negotiate a resolution of the dispute. If, within 45 days after the notice has been given, a dispute is not resolved through negotiation or mediation, the dispute will be arbitrated and submitted to JAMS/Endispute, and in accordance with the commercial arbitration rules of JAMS/Endispute. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted using the JAMS/Endispute service, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The parties agree to share the cost of arbitration. The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and not by a court of law.  The prevailing party shall be entitled to recover reasonable attorneys’ fees and costs in the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.  The prevailing party shall be entitled to recovery of reasonable attorneys’ fees in any court proceeding relating to this agreement to arbitrate or the enforcement or collection of any award or judgment rendered under this Agreement.

You can opt-out of the arbitration and class action waiver provisions set forth above by sending an email (from your registered email address on the Service) letting us know that you are opting out by contacting us with the subject line, “ARBITRATION AND CLASS ACTION WAIVER OPT-OUT” within thirty (30) days of Your first use of the Service and/or Platform. Otherwise, you agree to arbitrate. If You opt-out of the arbitration and class action waiver provisions set forth above, we will not be subject to them either with respect to any disputes with you.

1. **WAIVER AND RELEASE (FOR CA RESIDENTS).**

The following applies for users in a jurisdiction that requires a specific statement regarding waiver and release.

For example, California residents must, as a condition of these Terms of Service, waive the applicability of California Civil Code Section 1542 for unknown claims which states:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

You waive this section of the California Civil Code and any similar provision in law, regulation or code that has the same effect or intent as the foregoing release.

1. **MISCELLANEOUS**
   1. We may provide the ability to integrate the Service and/or Platform with third party products and services that You may use at Your option and risk. Access to and use of any third party products and services are subject to the separate terms and conditions required by the providers of the third party products and services. You agree that eBN has no liability arising from Your use of any integrations or arising from the third party products and services. We can modify or cancel the integrations at any time without notice.
   2. We shall report to You, with all relevant details (except those which could prejudice the security of data uploaded by other users), any event that we reasonably believe represents unauthorized access to, disclosure of, use of, or damage to Content (a “Security Breach”) within 72 hours after learning of the Security Breach. In the event of a Security Breach, eBN shall (a) cooperate with You to identify the cause of the breach and to identify any affected Content; (b) assist and cooperate with You in investigating and preventing the recurrence of the Security Breach; (c) assist and cooperate with You in any litigation or investigation against third parties that You undertake to protect the security and integrity of Content; and (d) use commercially reasonable endeavors to mitigate any harmful effect of the Security Breach.
   3. These Terms of Service and our Privacy Policy constitute the entire agreement between You and eBN and governs each Your use of the Service and/or Platform, superseding any prior agreements between such You and eBN (including, but not limited to, any prior versions of these Terms of Service).
   4. If any part of these Terms of Service is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
   5. You agree that no joint venture, partnership, employment, or agency relationship exists between You and eBN as a result of these Terms of Service or use of the Service and/or the Platform.
   6. The failure of eBN to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. Any waiver of these Terms of Service by eBN must be in writing and signed by an authorized representative of eBN.
   7. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.
   8. You acknowledge and agree that eBN may, with or without notice, modify, delete, or amend the Service and/or Platform. Further, you acknowledge and agree that we may further modify, delete or amend the Terms of Service from time to time. If you do not accept the modification, deletion or amendment, You must terminate Your use of the Service and/or Platform at such time. Your continued use of the Service and/or Platform following the posting of revised Terms of Service shall be deemed to be acceptance of the modification, deletion or amendment (as well as all other terms and conditions) to the Service, Platform and/or these Terms of Service.

If you have any questions, or to report any violations of these Terms of Service please contact us at [\_\_\_\_\_\_\_\_\_\_\_\_].

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