

Terms of Use

Effective: 7/15/2024

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 Aptia365, and describes the terms and conditions of your access to the website Aptia365.

Please read these Terms of Use carefully and be aware that we may change it from time to time. Modifications will be effective immediately upon posting unless indicated otherwise. Please review these Terms of Use periodically for changes. Your use of Aptia365 indicates your full acceptance of these Terms of Use in its then current form each time you use Aptia365.

APTIA's NON-FIDUCIARY ROLE. Aptia Insurance Services Group, LLC (Aptia) 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 ("Program Sponsor"). Aptia may also facilitate the referral or placement of other insurance coverage and services. Aptia is not a fiduciary to you or your plan. Neither Aptia, your Program Sponsor nor this Aptia365 website recommends any particular coverage or service for you, or makes any representation or warranty that any coverage or service you obtain through Aptia365 is best aligned with your own needs. Coverage and service options available to you through Aptia365 are limited to those selected by your Program Sponsor and presented to you on Aptia365. While the Aptia365 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 Aptia365 is appropriate for you. You may bypass the Aptia365 "best match" tool and can choose any coverage and service from options selected by your Program Sponsor, regardless of whether Aptia365 designates it as a "best match" for you.

APTIA'S COMPENSATION. In accordance with industry custom, Aptia'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 Aptia 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 the volume, growth and/or retention of Aptia's book of business with this insurer or service provider. Aptia 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. Aptia'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 Aptia regarding its role and compensation from insurers. You may obtain this information by contacting us at:

Chief Compliance Officer

Aptia Insurance Services Group, LLC

125 High St., 7th Floor, Oliver Tower

Boston MA 02110

INSURANCE TERMS AND CONDITIONS. Insurance or services obtained through Aptia365 is 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, these 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 Aptia, Aptia 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 Aptia365 is provided based upon information supplied by, or on behalf of, you. You should accurately and completely provide any information required. Aptia is not responsible for the accuracy or completeness of the information you or your representative supplies. This page opens via a footer navigation link and may not be altered or removed by you. These Terms of Use and the associated Aptia365 Privacy Notice ("Privacy Notice") are a legal document governing your use of Aptia365 and the Services. Please read these terms and conditions (the "Agreement") and Privacy Notice carefully before using Aptia365. By using Aptia365 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 Aptia365 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 Aptia365 according to this Agreement. Aptia365 is operated by your Program Sponsor's third party service provider, Aptia. Your right to use all or any portion of Aptia365 may be revoked by the Program Sponsor or Aptia at any time.

2. Security and Validation Policy.

Aptia365 has security and validation mechanisms in place to reasonably assure that no one uses Aptia365's Services without proper authorization. You shall not violate or attempt to violate the security or validation mechanisms of Aptia365 or related websites. If you attempt to circumvent the security or validation mechanisms, your account will be barred from Aptia365. If you willfully or knowingly attempt to misrepresent your identity at any time, your use of Aptia365 will be denied. Any applicable court or governmental agency or authority may be notified of any suspected fraudulent

use of Aptia365 or violation of its security or validations mechanisms. Any and all information transmitted or received through Aptia365 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 Aptia365 will be prosecuted to the full extent of the law.

3. Representations and Warranties.

You represent and warrant that (a) you will not delete any of the information included on Aptia365, 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.

4. Ownership and Restrictions on Use.

The material on Aptia365 is copyrighted information of Program Sponsor, Aptia or others. All rights they may have in the copyrighted material are reserved. All Information is either owned or licensed by the Program Sponsor, Aptia or others. The associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the Program Sponsor, Aptia or others. The Information is protected by contract law and various intellectual property laws, including domestic and international copyright and trademark laws. All other product names and company logos mentioned on Aptia365 or Information are trademarks of their respective owners. The Information is the valuable, exclusive property of the Program Sponsor, Aptia or others. Nothing in this Agreement shall be construed as transferring or assigning any ownership rights in the Information to you or any other person or entity. You may use the Information solely for using or accessing the Services for your personal, non-commercial use. You may not use the Information for any other purpose. You may download, view, copy and print the Information incorporated into Aptia365 solely for your use consistent with the business purposes of the Aptia365. However, except as expressly permitted on Aptia365, you may not copy, adapt, distribute, commercially exploit, or publicly display the Information or any portion of the Information in any manner whatsoever without the Program Sponsor's, Aptia's or other owner's prior written consent. You may not use the information to facilitate unfair competition with Aptia365 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 Aptia365.

5. 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 Aptia365. 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 Aptia365, any part thereof, or any of the Information received or accessed from Aptia365 to any other person or entity unless you first obtain Aptia's specific written authorization. You agree to use Aptia365 and Information from the Service for lawful purposes only. You agree not to post or transmit any information through Aptia365 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 Aptia365.

6. 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 Aptia.

7. No Medical, Legal or Financial Advice.

This web site has been created by us to provide information about health care coverage. This information is for general informational purposes only. Nothing on this web site should be construed as medical, legal or financial advice. This web site does not offer medical diagnosis or patient-specific treatment advice. It is important that you consult with your own health care professional, attorney or financial adviser about your specific situation.

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. Aptia makes no representations whatsoever about any other website that you may access through Aptia365. The access to other links through the Services do not imply that Aptia 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 of Aptia. Aptia shall have no responsibility or liability for your access to or linking to a third party site.

You may not create any link to Aptia365 without the proper express prior written consent of Aptia. You may not use any of the proprietary logos, marks, or other distinctive graphics, video, or audio material in such links. You may not link in any manner reasonably likely to (a) imply affiliation with or endorsement or sponsorship by the Program Sponsor or Aptia, (b) cause confusion, mistake, or deception, (c) dilute the Program Sponsor's or Aptia's trademarks or service marks, or (d) otherwise violate state or federal law. Aptia is a distributor of certain content supplied by third parties, so some of the content displayed in Aptia365 may be that of a third party. Neither the Program Sponsor nor Aptia has editorial control over such third party content. Any opinions, advice, statements, services, offers or other content expressed or made available by third parties, including information providers, are those of the respective author or distributor and not of the Program Sponsor or Aptia. The Program Sponsor and Aptia disclaimers in this Agreement are also applicable to third party content.

9. Copyright Infringement Claim and Copyright Agent.

The Program Sponsor and Aptia accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials. Your license to use Aptia365 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. Modifications of Agreement Terms.

The terms and conditions of this Agreement, the Service and Aptia365 may be modified from time to time by the Program Sponsor or Aptia. 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 Aptia365. Information within Aptia365 may also be added, withdrawn or modified at any time.

11. 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 Aptia365. 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 Program Sponsor or Aptia. 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.

12. Termination.

Termination or cancellation of this Agreement shall not affect any right or relief to which the Program Sponsor or Aptia may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to the Program Sponsor or Aptia, as applicable. This

Agreement shall remain in full force and effect unless terminated or canceled for any of the following reasons: (a) immediately by the Program Sponsor or Aptia for any unauthorized access or use by you except as expressly provided in this Agreement; (b) immediately by the Program Sponsor or Aptia if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; or (c) immediately by the Program Sponsor or Aptia if you violate any of the other terms and conditions of this Agreement. Upon termination you must immediately stop using Aptia365 and the Services.

13. Delays in Services.

The Program Sponsor and Aptia 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 Program Sponsor or Aptia. The Program Sponsor and Aptia shall have no responsibility to provide access to the Service while the interruption of Aptia365 and/or the Service exists.

14. Disclaimer.

Aptia will not audit or otherwise verify information you provide to obtain coverage or the service you select. Aptia 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 Aptia365 is at your own risk. Aptia365 is provided "as is." To the maximum extent permitted by applicable law, the Program Sponsor and Aptia disclaim all representations and warranties, express or implied of any kind with respect to Aptia365 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 Program Sponsor and Aptia do not warrant the availability, accuracy, completeness, timeliness, functionality, reliability, sequencing or speed of delivery of Aptia365 or the Services. The Program Sponsor and Aptia do not warrant that your use of Aptia365 or the Services will satisfy or ensure compliance with any legal obligations or law or regulation. In no event will the Program Sponsor or Aptia 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, Aptia365 or the Services, even if the Program Sponsor or Aptia 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 Aptia365 or the Services, whether for breach of contract or any other cause of action. You are solely responsible for ensuring that your use of Aptia365 and the Services is in compliance with applicable law. Aptia specifically disclaims that Aptia, including any of its affiliates and vendors, is in any manner acting as a fiduciary, trustee, 'administrator' or 'named fiduciary' under any Program Sponsor or Program Sponsor-administered or authorized employee benefit plan.

15. 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 Aptia365 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 Aptia365 or the Services must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued.

16. Limitation of Liability and Indemnity.

Your use of Aptia365, the Services and the content contained herein is entirely at your own risk. Aptia365 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 Program Sponsor and Aptia 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 Program Sponsor and Aptia and their suppliers and sub-contractors have been advised of the possibility of such damages.

17. Indemnity.

You agree to indemnify and hold Aptia and its suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of Aptia365 and the Services or your breach of these Terms of Use (collectively, "Claims"). Aptia 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 Aptia in the defense of any Claims.

18. Export Restrictions.

You acknowledge that Aptia365, 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 Aptia365 Privacy Notice Aptia may retain your personal information as necessary to provide services to you, or to Service your benefits with your insurer 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 Aptia365, this Agreement or the Privacy Notice please contact Aptia at:

Chief Compliance Officer

Aptia Insurance Services Group, LLC

125 High St., 7th Floor, Oliver Tower

Boston MA 02110