

## **PENSIONPRO SOFTWARE, LLC TERMS OF SERVICE**

These Terms of Service cover the use of those PensionPro Software, LLC (or any appropriate pronoun such as “we” or “us”) products and services listed and described herein. By using any of these products and/or services, either now or in the future, you are agreeing to be bound by the terms and conditions set forth in this Terms of Service and as may be amended from time to time. Please read the Terms of Service carefully. By using or continuing to use the products and/or services described herein, you accept and agree to be bound and abide by these Terms of Service. If you do not want to agree to these Terms of Service, you must immediately cease using the products and/or services.

### **I. GENERAL TERMS OF SERVICE**

Unless otherwise stated herein, this section of the Terms of Service applies to all products and services we provide to you, whether now or as selected by you in the future.

#### **Notice**

All notices will be sent by email and will be effective upon transmission. By accepting these Terms of Service, you agree that all communication may be provided electronically. Your consent remains in effect until you give us notice you are withdrawing it.

#### **Relationship of the Parties**

The relationship between you and us is that of vendor and vendee and not as joint ventures, franchiser-franchisee, or employer/employee.

#### **Intellectual Property Rights**

We own all right, title, and interest in our trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and the hardware and software systems and resources necessary to provide the individual service elements of which they consist. These terms do not constitute a license for you to use our trade names or service marks.

#### **Confidentiality**

You acknowledge that by accepting these Terms of Service, you may have access to certain information and proprietary materials that are confidential and of substantial value to us, which value would be impaired if such information and proprietary materials were disclosed to third parties. You agree that you will not use in any way for your own account nor for the account of any third party, nor disclose to any third party, any such information and proprietary materials. You further agree that you will take every reasonable precaution to protect the confidentiality of such information and proprietary materials.

In the event of termination of these Terms of Service, there shall be no use or disclosure by you of any such confidential information and proprietary materials in its possession, and all confidential materials shall be returned to us or destroyed. The provisions of this section shall survive the termination of the Terms of Service for any reason. Upon any breach or threatened breach of this section, we shall be entitled to injunctive relief, which relief shall not be contested by you.

#### **Term/Termination**

These Terms of Service, and any subsequent modifications/amendments, will remain in effect until terminated by either party. Unless otherwise agreed upon, any services and/or products subject to these Terms of Service may be terminated by either party, without cause, by giving the other party 30 days written notice. Notwithstanding the above, we may terminate products/service under these Terms of Service at any time, without penalty, if you fail to comply with these Terms of Service.

**Fee Schedule and Modifications to Fees**

- We will provide you with a fee schedule detailing the applicable prices for any products and/or services provided to you by us.
- Prices of all PensionPro products and services are subject to change upon a 30-day notification from us. Notification of price changes will be provided via email or posted on the Help Desk.

**Non-assignability**

Your rights and obligations under these Terms of Service may not be transferred or assigned directly or indirectly without our prior written consent.

**Applicable Law/Jurisdiction**

These Terms of Service will be governed by and constructed under the laws of the Commonwealth of Pennsylvania. You hereby expressly consent to the jurisdiction of the courts of Pennsylvania.

**Warranties and Disclaimers**

- We warrant that during the term of this Terms of Service: (i) we will not materially decrease the overall security of the services and/or products we provide and; (ii) the services and/or products will perform materially in accordance with our posted Security Policy
- We **do not** warrant that (i) the products and/or services will meet your specific requirements, (ii) the products and/or services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the products and/or services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the products and/or services will meet your expectations, and (v) any errors in the products and/or services will be corrected. This condition with regard to warranties survives the termination of this Terms of Service.
- We shall be responsible for the safekeeping of confidential information in accordance with our Privacy Policy and Security Policy.
- You acknowledge that security safeguards by their nature are capable of circumvention and that we do not and cannot guarantee that security incidents will not occur.
- We specifically prohibit the use of our name, branding, and any likeness of its applications or sales materials in the marketing, branding, and sales materials of others without express written permission. Violations of this will be pursued legally to their fullest extent.

**Entire Agreement**

Unless otherwise agreed in writing between the parties, the Terms of Service constitute the entire agreement between you and us and governs your use of the products and/or services, superseding all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral (including, but not limited to, any prior versions of the Terms of Service).

**Modification/Amendment of Terms of Service**

We reserve the right to modify, amend and/or update these Terms of Service without notice and at our sole discretion. Your utilization of our services following the effective date of such modification, amendment and/or change shall constitute your acceptance. Otherwise, this Terms of Service may not be modified except by the written consent of both parties.

**Partial Invalidity**

If any provisions of these Terms of Service shall be held to be invalid or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **Taxes**

If and when applicable, we will apply all necessary taxes to products and services.

## **Limitation on Liability**

**If you have any basis for recovering damages (including breach of these Terms of Services), you agree that your exclusive remedy is to recover direct damages only. You cannot recover any other damages or losses, including consequential, lost profits, special, indirect, incidental, or punitive.** These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms of Service, our products or services, or the software related to the products and services.

## **Misuse**

Any misuse or manipulation of the products and/or services provided by us, including any deliberate attempts to circumvent the accurate billing for the services and/or products or the alteration of any user registrations, may result in suspension or immediate termination of our products and/services and this Terms of Service.

## **Electronic Signatures**

By electronically agreeing to these Terms of Service, you acknowledge that you have read, understand and agree to the following:

- You are voluntarily choosing to sign any and all documents with us electronically;
- You understand that the documents we present will replace the use of paper documents;
- You understand and agree that your electronic signature will bind you to the terms and conditions to the same extent as if you signed your documents on paper with an ink signature;
- You understand and agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and us; and
- You understand that you have the right to withhold your consent to the use of electronic documents and signatures, and that you have the right to withdraw your consent at any time prior to completing the e-sign process. Please be aware, however, that withdrawal of consent may result in the termination of your access to use our products and/or services.

## **II. USAGE OF PENSIONPRO PLATFORM**

This section covers the usage of the PensionPro workflow platform, both the installed application and web-based versions, all tools included in that platform and any add-ons to that platform including PlanSponsorLink and SalesPitch (collectively described herein as the "Platform"). The underlying software supporting the Platform is owned and hosted by PensionPro and access to the Platform is granted as a service.

### **ACCOUNT TERMS**

- You are responsible for maintaining the security of your account and passwords. The Platform is accessed using an internet connection combined with an active username and password or username and API key. Users and contacts only have access to our products through security rights granted by you. It is your responsibility to ensure that only authorized personnel or contacts have access to your Platform. We will not be liable for any loss or damage from your failure to comply with this security obligation.
- You agree to notify us immediately of any unauthorized access to or use of your account, username, or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or

shared computer so that others are not able to view or record your password or other personal information.

- You are responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Service and comply with them. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.
- You are responsible for all content or documents posted and any activity that occurs under your account.
- You may not use the Platform for any purpose that violates any applicable federal, state, local, or international law or regulation. Additionally, you agree not to:
  - Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
  - Use any robot, spider, bot, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
  - Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
  - Use any device, software, or routine that interferes with the proper working of the Platform.
  - Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
  - Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
  - Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
  - Otherwise attempt to interfere with the proper working of the Platform.
- You must provide your company's legal full name and address, a valid email address, a valid credit card or other acceptable payment method (except for free products) available at the time of purchase and any other information requested in order to complete the signup process.
- Your licensed PensionPro products may only be used by you, your employees, and contacts to which you grant rights to access PensionPro products. You may create logins for as many people as you'd like provided that they are your employees or contacts that are associated with your clients, potential clients and referral sources. It is your responsibility to monitor and regulate who has access to your Platform.
- If you own more than one company, you may use the Platform for companies that you own.
- If your company is acquired by or merged with another company, you must notify us immediately. Though we believe we will be happy to have a new customer, we reserve the right to discontinue service in the event of a change of ownership.
- We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of the Platform with or without notice.
- We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Platform.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, REGULATORS, OR LAW ENFORCEMENT AUTHORITIES.

## **FREE TRIAL**

If you register for a free trial of our software, we will make one or more services available to you on a trial basis free of charge until the earlier of,

- The end of the free trial period for which you registered, or
- The start date of any service purchased by you.
- Any data you enter into the services, and any customizations made to the services will be permanently lost unless you purchase the same Services as those covered by the Trial, upgraded Services from the Trial or export your data before the expiration of the trial.
- During the Free Trial period, services are offered “AS-IS” without any warranty or obligation on us.

## **TERMS OF PAYMENT**

- Our products are licensed on a month to month basis through a monthly usage fee. That means that you are obligated to pay us the full monthly usage fee for any month, even partial months, in which the Platform is maintaining your data. We bill for services, in arrears, each month based upon the products you have selected and, where applicable, the actual volume of Plans that you have on the Platform and/or Users to whom you may have granted access in SalesPitch (if applicable).
- Monthly fees for usage of the Platform will begin on the earlier of the 15<sup>th</sup> or the last day of the month following the completion of one month from the effective date selected during the sign-up process. For example, if you sign up effective immediately on July 2<sup>nd</sup>, your implementation fee will be charged immediately. Your first monthly usage fee will be charged using your authorized payment method on August 15<sup>th</sup> (or shortly thereafter). If the authorized payment method fails, you will be contacted immediately by a member of our staff so that you can provide a new acceptable payment method. All payments must be paid with 5 business days of the invoice date. Any account that remains unpaid for 30 days past the invoice date may be frozen and inaccessible by you until payment is made. We reserve the right to permanently disable your account and all data stored therein after 60 days in an unpaid status.
- Any upgrade or downgrade in product selection will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.
- Downgrading your version of the Platform may cause the loss of features or capacity of your account. We do not accept any liability for such loss.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes. Where required, we will collect and remit those taxes to the taxing authority.

## **CANCELLATION AND TERMINATION**

- You are solely responsible for properly canceling your account. A phone request to cancel your account is not considered cancellation. You can cancel your account at any time by emailing [sales@pensionpro.com](mailto:sales@pensionpro.com) and telling us of your desire to cancel. Please be sure to indicate a cancellation date in your correspondence.
- All of your content will be immediately inaccessible from the Platform upon the cancellation date. Within 90 days, all the content will be permanently deleted from all backups and logs. This information cannot be recovered once it has been permanently deleted.
- Add-on products can be added or removed at-will without cancelling your entire account; however, any stored data may not be available after the removal of an add-on product as all the content will be permanently deleted from all backups and logs. This information cannot be recovered once it has been permanently deleted.

## **COPYRIGHT AND CONTENT OWNERSHIP**

- All content posted to the Platform must comply with US copyright law.

- We claim no intellectual property rights over the material you save in the Platform. All materials and data uploaded remain yours. Follow the link to review our [Privacy Policy](#).
- We do not pre-screen content, but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Platform.
- The look and feel of our products is our intellectual property. You may not duplicate, copy, or reuse any portion of the Platform including but not limited to visual design elements without express written our permission.

#### **GRAMM-LEACH-BLILEY ACT**

- You may disclose to us certain information that is confidential information (the “Confidential Information”) which may contain certain client information (the “Nonpublic Personal Information”) as defined under the Gramm-Leach-Bliley Act and its implementing regulations (“GLBA”). We acknowledge that GLBA, among other things, limits the right of recipients to use and redisclose the Nonpublic Personal Information, and agrees that despite anything in this Terms of Service to the contrary, our use of the Nonpublic Personal Information will be consistent with the limits imposed by GLBA and other applicable laws and regulations. We shall implement reasonable measures designed to ensure the security and confidentiality of the Nonpublic Personal Information, protect against any anticipated threats or hazards to the security of such information, and protect against unauthorized access or use of such information or any other type of identity theft. You can request copies of all audits and summaries of test results performed periodically by us or our external auditors relating to our information security measures (with all such copies of audits and summaries being deemed our Confidential Information under this Terms of Service). From time to time, but not more frequently than once in any given period of twelve (12) consecutive months, you, your auditors, regulators and/or third party auditor(s) designated by you (all of whom must be subject to legally binding obligations of confidentiality substantially similar to those set forth herein) may conduct, at your expense, examinations and audits of us, our representatives, and the system and facilities used to provide our services. We shall reasonably cooperate with all such audits. You shall give us, as permitted, reasonable advance notice of all audits and shall perform all audits at reasonable times, without materially interfering with our normal business operations and without requiring or expending a material amount of time of our personnel. In furtherance of our privacy obligations hereunder, we shall at all times during the term of this Terms of Service maintain an Information Security Program which shall (i) comply with the GLBA; (ii) be designed to protect your Confidential Information; (iii) prohibit the disclosure of your Confidential Information to any unauthorized third parties; (iv) limit the disclosure of your Confidential Information to third party vendors who both (a) require access to such information in order to provide services to us; and (b) implement reasonable measures to ensure the security and confidentiality of your Confidential Information; (v) incorporate commercially reasonable methods to protect your Confidential Information in the event of our disposal of any such Confidential Information; and, (vi) include policies and procedures requiring us to as soon as reasonably practicable notify you of any breach that resulted in the disclosure of your Confidential Information. We shall implement and adhere to policies and procedures designed to deter and detect the misappropriation or unlawful use or any other type of identity theft (by third parties or otherwise) of any Nonpublic Personal Information in its possession.

#### **GENERAL CONDITIONS**

- Your use of the Platform is at your sole risk. The Platform is provided on an “as is” and “as available” basis. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, 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 PLATFORM, ANY SYSTEMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT

LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, 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. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- Technical support is only provided via the PensionPro Help Center.
- You understand that we use third party vendors and hosting partners to provide necessary hardware, software, networking, storage, and related technology required to run the Platform.
- You may not modify, adapt or hack the Platform.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform, use of the Platform, or access to the Platform without the express written permission by the company. This obligation survives the termination of this Terms of Service.
- We may, but have no obligation to, remove content and Accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any customer, employee or officer will result in immediate account termination.
- We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Platform customers. We'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Platform for other customers.
- Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

#### **LIMITATION OF LIABILITY FOR CERTAIN SECURITY INCIDENTS**

You expressly understand and agree that we shall not be liable during the term of and after termination or cancellation of your account 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 we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Platform; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchase or obtained or messages received or transactions entered into through or from the Platform; (iii) unauthorized access to or alteration of your transmissions or data (except as noted below as "Security Incident"; (iv) statements or conduct of any third party on the Platform; (v) or any other matter relating to the Platform.

We agree to defend you from any third party claims brought against you or pay for damages caused by a "security incident" to the extent such security incident results directly from our failure to adhere to the procedures described in our posted [Privacy Policy](#) and [Security Policy](#).

### **III. USAGE OF PENSIONPRO EARLY ACCESS SERVICES**

From time to time, we may offer optional Early Access Services as part of its services provided to you. Early Access Services means services or functionality that may be made available to you to try at no additional charge prior to general release to our users. You may choose to try such Early Access Services or not in your sole discretion. Early Access Services are intended for evaluation purposes and are not supported, and may be subject to additional terms. Early Access Services are offered "AS-IS" and the existence of a feature in Early Access does not obligate us to deliver that feature or service.

## **API TERMS**

You may decide to access their system data via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product that accesses the Platform, is bound by the terms of this Terms of Service plus the following specific terms:

- You expressly understand and agree that we shall not be liable for any damages or losses resulting from your use of the API or third party products that access data via the API.
- Abuse or excessively frequent requests to the Platform via the API may result in the temporary or permanent suspension of your account's access to the API. We, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt via email to warn the account owner prior to suspension.
- Any use of the API is restricted to the sole benefit of our customers. You may not share your API integration or usage with anyone without our express written consent. We prohibit the use of the API to create a commercially saleable product that is not intended solely for the benefit of our customers. Any third party developers intending to create integrations for sale to multiple customers must have an integration partnership agreement in order to sell their integration. Violation of this will result in the suspension of API access for the customer.

## **IV. USAGE OF BENEFIT INSIGHTS AND PENSIONPRO TRAINING SERVICES**

This section of the Terms of Service govern the usage of our add-on services, including Benefit Insights newsletters, Benefit Insights websites and Trainings.

### **Terms for HTML and .PDF Newsletters**

PensionPro currently publishes the Benefit Insights newsletter four times a year. If you select this service, you will pay for the newsletter on a semi-annual basis in advance (two issues of the newsletter). An HTML file or a personalized PDF file of the newsletter will be emailed to you quarterly for uploading to your website. Payment must be received prior to the release of the newsletter. In the case of non-payment, the newsletters will be withheld until such time that payment has been received.

By selecting this newsletter service, you acknowledge, understand, and agree to the following terms and conditions:

1. You may use the newsletter copy for its own purposes only and may not offer it for sale or license it to any other party. You will take all commercially reasonable steps to protect our copyright.
2. We will make good faith efforts to ensure that the newsletter is complete and accurate. However, all content of the newsletter is provided "as is" without any warranty of any kind, either express or implied. Legal or tax questions should always be referred to a qualified tax advisor such as an attorney or CPA. We do not engage in and are not permitted to provide legal or tax advice.
3. You assume the sole responsibility of all use of the newsletter and agree to indemnify and hold us harmless from any liability or claim of any person arising from such use.
4. You may use the newsletter copy exactly as written to display on your own website. You are not permitted to modify or alter the text of the newsletter. You are required to display the disclaimer and copyright notice, included at the end of the HTML or .PDF file, intact and unaltered. The newsletter may not be printed, copied, posted, published, converted into any other file or transmitted in any way, whether electronically or otherwise, except as permitted above, or used to create other works based on it, without our prior written consent.
5. We reserve the right to raise the subscription fee upon giving written notice to Subscriber at least 30 days prior to the effective date of any such fee increase.



## **Terms for Website Creation, Hosting and Maintenance**

### **Scope of Services Standard Website Pages**

The following pages are included in the standard website template:

Personalized pages: Home, About, Services, Resources, Contact

Standardized pages: Plan Types (a brief summary of the most retirement plans); Annual Plan Limits section of Resources page (automatically updated each year); Newsletter library (if applicable)

### **Custom Website Pages**

You may customize web pages using our template elements and all custom work will be done at a standard hourly rate. Customizations are identified as any change from the original template selected. Additional web pages will be added for a specified price/page plus customization time at the standard hourly rate. The provided fee schedule will detail all applicable pricing.

### **Setup Instructions**

We will do an initial site setup or migration using the information provided by you or taken from a previous site. In order to personalize your website pages, we will provide you with an onboarding template, which includes detailed instructions for each of the personalized pages and sample text. The completed onboarding template must be submitted with proper imagery, design preferences, and customizing requests to start the personalization of the website. We will build a demo site of your website which can be viewed live throughout the development process.

### **Copyrights and Trademarks**

You represent, warrant, and unconditionally guarantee to us that anything provided to us, including but not limited to text, graphics, photos, designs, trademarks, or artwork, for inclusion in web pages are owned by you, or that you have permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend us and our assigns, subsidiaries, affiliates, parent companies and subcontractors from any claim or suit arising from the use of such elements by us.

### **Completion Date**

You and we must work together to complete the website in a timely manner. We agree to work expeditiously to complete personalizing the site no later than 30 days after you have submitted all necessary materials. Any unnecessary delays on your part may result in additional fees incurred to continue, restart and/or finish the requested work. Websites will be pushed live to the internet upon final approval of the demo site and receipt of the final invoice payment.

### **Website Design and Related Charges**

The standard one-time set-up fee, payable in advance, will be set forth in the schedule of fees and includes the following services:

Website Hosting: you will be registered as the owner of the domain name. We will host the website and coordinate redirecting the IP address to the new DNS host or house the DNS under our hosting umbrella.

Personalized Website Pages: We will personalize Home, About, Services, Links on Resources Page, and Contact website pages based on your setup instructions, as described above. It also covers licensing or building out of all imagery such as your logo, photos, etc. and integrating them into our template. We will set up all links to connect to your preferred social/business media platforms, secure portal, and affiliates, as well as help you to set up tracking capabilities for site traffic if you so choose.

Standardized website pages: Your websites will include the Annual Plan Limits and Plan Types web pages.

Updates and Changes: This Terms of Service includes minor web page maintenance to standard web pages over the initial 30-day period following activation of the official agreement of services, including updating links and making minor changes to a sentence or paragraph. It does not include replacing most of the existing text or page template elements on any given page. Time required to make substantive changes to text or changing template elements after the web pages have been constructed will be additional, billed at the standard hourly rate set forth on the fee schedule. All requested changes to the site's information or template must be a written request. The 30-day maintenance period commences upon the date the site is pushed live.

### **Hosting and Site Maintenance**

The website hosting and site maintenance fees, will be set forth in the schedule of fees and includes the following services:

Website hosting: You will provide web hosting services.

Standard website page maintenance: You will update the Annual Plan Limits page annually.

Website maintenance: After the initial 30-day maintenance period, simple modifications to existing pages, such as updating your address, phone/fax numbers, or email addresses, may be made without charge. All other change requests will be subject to the standard hourly rate on the schedule of fees and will be billed in increments of no less than a half of an hour.

Annual Review: We will grant one hour annually for site review with you to evaluate the site as it is and recommend possible improvements or assist you with the setup of applications like Google Analytics. You are responsible for scheduling within the allotted times dedicated to this practice.

These terms become effective on the date of receipt of the nonrefundable payment for the website design and related charges. Upon receipt of the foregoing, we will provide you with an onboarding template detailing the information we will need from you to personalize the website. After we have personalized your website, we will construct a live test site online for your viewing and approval. The annual hosting fee, plus any additional website customization fees that may have been incurred, become due and payable at the time the website is completed and approved.

### **Billing for all accounts**

These terms will automatically renew for successive twelve-month periods, based upon the effective date of these terms, unless canceled prior to the annual renewal date. Invoices are sent electronically to a billing person designated by you. Accounts are billed in advance at the beginning of each annual renewal period and payment is due within 30 days. Should payment in full of any invoice not be received within 15 days after the annual renewal date, we may remove web pages from viewing on the Internet until final payment is made. Accounts will be reactivated when payment is made in full and are subject to an activation fee. If payment has not been received 30 days after the renewal date, we have the right to delete the website including files, information and mail. You will be notified by email of any change in the rate of services 30 days prior to the change becoming effective.

### **Copyright to Web Pages**

Copyright to the finished assembled work of web pages produced by us is owned by us. Upon receipt of final payment for website design, you are assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. You retain ownership of text, graphics and photos contributed by you to personalize the website.

### **Platform Compatibility**

While we will make reasonable efforts to design a fully functional website, we only represent that the website will work on modern platforms at the time the pages are created. Compatibility is defined herein as all critical elements

of each page being viewable on these platforms. You should be aware that as new versions of internet and mobile technology are developed, the new versions may not be backward compatible. Time spent to redesign a site in whole or part due to the introduction of a new version will be charged for at the hourly rate prevailing at that time unless agreed upon otherwise.

### **Assignment of Web Design and Hosting**

We have the right to engage affiliates, subsidiaries, and subcontractors to provide services specified in this Terms of Service.

### **Limitation of Our Obligations and Liability**

We do not warrant that the functions contained in these web pages or the Internet website will meet your requirements or that the operation of the web pages will be uninterrupted or error-free.

We will utilize its best efforts to maintain acceptable performance of the contracted services, but we makes absolutely no warranties, express or implied, including warranty, merchantability, or fitness for a particular purpose. We cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via the Internet. We will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted, received, or sorted on the host system. We shall not be liable to you or any third party for any claims or damages which may be suffered by you or any third party, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access the Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault, misconduct or negligence of us.

We are not liable for protection or privacy of electronic mail or other information transferred through the Internet.

Service provided by us to you shall be deemed accepted for all purposes thirty days from activation or renewal for such services, if no written claim or objection regarding such services has been received by us within the 30-day period.

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Registrant and Attendee contact information and data provided during and after each course may be shared with the presenters of the courses for which the attendee has registered for their individual marketing purposes. We do not control how market data is used once it has been provided.

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By registering for and participating in webinars, seminars and audio conferences through the Platform, you acknowledge that we may record such sessions and that you consent to such recording and our use of those recordings for promotional, training or other purposes.

### **Terms of Payment – Benefit Insights and PensionPro Training**

Our products are billed in advance of the semi-annual renewal period for newsletters or the renewal date for a year of website hosting. Registration for individual PensionPro Training courses are billed in advance of the scheduled course. These bills are due upon receipt and service may be suspended at our sole discretion should payment not be received by the renewal date.

ProPass provides access to specified Pension Training courses without requiring individual payments for each course and will be billed in monthly installments. Subscribing to ProPass is an annual commitment for 12 monthly payments. Cancellation of this product will result in the remaining portion of the annual commitment being billed at the time of cancellation.

Effective June 6, 2023