

## Terms of Service

Last Revised November 4, 2021

Welcome to **Broker Builder Solutions**, where you can streamline your Benefits Administration Implementation and support process in addition to utilizing our Data Management Solutions to simplify the audit and invoice reconciliation process. **Broker Builder Solutions** ("us" "our" "we" or "**Broker Builder Solutions**" or "**Data Management Solutions**") provides its Services to you subject to the following conditions ("User Agreement"). If you visit [www.BrokerBuilderSolutions.com](http://www.BrokerBuilderSolutions.com) (the "Site") you accept this User Agreement and agree to be bound to its terms. Please read this User Agreement carefully. By using this Site, you allow your customers (as a broker), employer and/or their agents (as an employee), including their insurance brokers, to access your information for benefits administration implementation and data audit and reconciliation purposes.

**MODIFICATIONS.** **Broker Builder Solutions**, LLC may in its sole discretion at any time and without prior notice, (a) revise this User Agreement; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or the Service. **Broker Builder Solutions** will post a notice on the Site or inform you by email any time this User Agreement has been materially changed. All other non-material changes will simply be incorporated herein without notice to you. You agree that by continuing to use or access the Site, you shall abide by the most recently revised User Agreement. It is your responsibility to review this User Agreement periodically, and if at any time, you find this User Agreement unacceptable, you agree to cease all use of the Service and the Site. YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS USER AGREEMENT.

**PRIVACY.** **Broker Builder Solutions** respects your privacy. A complete statement of **Broker Builder Solutions** current Privacy Policy can be found by clicking here <https://brokerbuildersolutions.com/privacy-policy/>. The Privacy Policy is expressly incorporated into this Agreement by this reference.

**DISCREPANCIES.** You consent to allow **Broker Builder Solutions** in its discretion to resolve discrepancies identified between your Benefits Administration Site and "Carrier Information" which is information from an insurance provider including health plan/policy number, ID number, plan summaries, census and demographic data, and other data received from a Carrier that has been used to conduct data audits with the Site through <https://datamanagement.brokerbuildersolutions.com>.

**PASSWORD SECURITY.** If you use this Site, you are responsible for maintaining the confidentiality of your password and access to your computer and mobile devices, and you agree to accept all responsibility for all activities that occur under your account or

password. You agree to immediately notify **Broker Builder Solutions** at [datatool@BrokerBuilderSolutions.com](mailto:datatool@BrokerBuilderSolutions.com) of any unauthorized use of your password or account or any other breach of security.

**COMMUNICATION.** We may from time to time send you information regarding our website, special partnerships, products, or services that may be of interest to you. If you no longer wish to receive these emails, you can send us an email at [info@BrokerBuilderSolutions.com](mailto:info@BrokerBuilderSolutions.com).

**HARDWARE AND SOFTWARE COMPATIBILITY.** You are solely responsible for providing, maintaining, and ensuring compatibility with this Site, all hardware, software, electrical, and other physical requirements for your use of this site, including but not limited to, telecommunications and internet access connections, web browsers, or other equipment, programs, and services required to access and use this Site.

**INSURANCE COVERAGE.** You understand and acknowledge that **Broker Builder Solutions** is merely the liaison between the enrollment platform and your Benefits Broker and is not your insurance broker or insurance carrier and makes no representations or warranties of any kind regarding your coverage or lack thereof. We suggest that you carefully review all communications and information from your insurance broker and from any company to which you are applying regarding your effective date, policy terms, scope of coverage, benefits and the like.

**USER CONDUCT.** If you are the broker or organization, unless otherwise specified, usage is limited to accounts where the user is the broker of record or licensed organization. You are prohibited from sharing subscriptions. If you are the employee, you should not share your username and password. You agree not to upload, download, display, perform, transmit, or otherwise distribute any content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, or national law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Broker Builder Solutions reserves the right to terminate your receipt, transmission, or other distribution of any such material using the service, and if applicable, to delete any such material from its servers. **Broker Builder Solutions** intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this User Agreement or of any applicable laws.

**PROHIBITED USE.** **Broker Builder Solutions** imposes certain restrictions on your permissible use of the site and the service. You are prohibited from violating or attempting to violate any security features of the site or service, including, without limitation, (a) accessing content of data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability

of the service, the site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including without limitation, by means of submitting a virus to the site or service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the site or service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the service, or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by **Broker Builder Solutions** in providing the site or service. Any violation of system or network security may subject you to civil and/or criminal liability.

**PAID Broker Builder Solutions SERVICE.** **Broker Builder Solutions** offers its support and software services for a fee to brokers and some employers. Fees are posted and available for viewing in your account (if applicable) and **Broker Builder Solutions** reserves the right to change the fee upon thirty (30) days advanced notice to its paying customers, with such change to be effective on renewal.

**TERMINATION AND CANCELLATION.** **Broker Builder Solutions** reserves the right to refuse service, terminate accounts, remove or edit content, or cancel the Service in its sole discretion. You agree that any termination of your access to this Site may be effected without prior notice, and you acknowledge and agree that **Broker Builder Solutions** or the third party system administrator of this Site may immediately deactivate or delete your account and password and all related information and files or block any further access to such files. Further, you agree that **Broker Builder Solutions** shall not be liable to you or any third party for any termination of your access to this Site. You may terminate this User Agreement at any time by emailing us at [sales@BrokerBuilderSolutions.com](mailto:sales@BrokerBuilderSolutions.com) and by discontinuing use of the Site and the Services. If you are a paying customer and cancel, you are required to give a 30 day notice of cancellation. **Broker Builder Solutions** does not offer refunds.

**AFFILIATED SITES.** **Broker Builder Solutions** has no control over, and no liability for any third-party website or materials even if linked with the Site and **Broker Builder Solutions** makes no guarantees about the accuracy, currency, content, or quality of the information provided by such third-party sites. **Broker Builder Solutions** assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the site, you may have access to content items (including but not limited to websites) that are owned by third parties. You acknowledge and agree that **Broker Builder Solutions** makes no guarantees about, and assumes no responsibility for the accuracy, currency, content, or quality of this third-party content, and that, unless expressly provided otherwise, this User Agreement shall govern your use of any and all third-party content.

**INDEMNITY.** You agree to indemnify, defend, and hold harmless **Broker Builder Solutions**, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, or reliance on the Services, or your violation of this User Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. **Broker Builder Solutions** will notify you promptly of any such claim, loss, liability, or demand. You agree to cooperate fully with Broker Builder Solutions in the defense of any claim, loss, liability, or demand that is the subject of this provision. This Indemnity survives any termination of this User Agreement.

**INTELLECTUAL PROPERTY.** You understand and acknowledge that **Broker Builder Solutions** owns or is otherwise authorized to use all intellectual property rights with respect to the Services and the Site, including copyrights, patents, trademarks, service marks, trade names, domain names, trade dress, trade secrets, inventions, ideas, processes, formulas, source code and object code, data, and similar rights. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services or the Site and you agree that in using the Services or the Site, you will not use any trademark, service mark, trade name, logo or other intellectual property right in a way that is considered to be infringing of Broker Builder Solutions or its licensors' intellectual property rights.

**NO WARRANTIES. BROKER BUILDER SOLUTIONS** HEREBY DISCLAIMS ALL WARRANTIES. **BROKER BUILDER SOLUTIONS** IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BROKER BUILDER SOLUTIONS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT, NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BROKER BUILDER SOLUTIONS DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITED LIABILITY.** Your use of the Services is entirely at your own risk. The Services are provided "AS IS" and on as "AS AVAILABLE" basis. **BROKER BUILDER SOLUTIONS** LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY **BROKER BUILDER SOLUTIONS**. This limitation

shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

**GOVERNING LAW.** This User Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina and applicable federal laws. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Fuquay Varina, North Carolina, in all disputes arising out of or related to the use of the Site or the Services.

**SEVERABILITY; WAIVER.** If for whatever reason, a court of competent jurisdiction finds any term or condition in this User Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this User Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.