

Massmark, Inc.
Terms of Use

Effective Date: 8/28/2020

These Terms and Conditions of Use (“Terms of Use”), available at <https://www.123-insure.com/terms/> are entered into on the Effective Date (as defined herein) by and between Massmark, Inc., a Tennessee for-profit corporation, with an address of 85 White Bridge Road, Suite 301, Nashville, Tennessee 37205-1564, United States of America (U.S.A.), together with Our affiliates and subsidiaries (“Company,” “We,” “Us,” or “Our”) and You (“User,” “You,” or “Your”). The following Terms of Use, together with any documents they expressly incorporate by reference, govern Your access to and use of Company’s enrollment platform, including any and all content, functionality, and services offered on or through the enrollment platform (collectively, the “Platform”). Company and User may be referred to in the singular as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Company is in the business of, among other things, developing, maintaining, providing and hosting an online Platform, which provides Users with enrollment services in connection with third-party insurer and payor goods, products, and services (the “Company’s Services”);

WHEREAS, Company is the owner of certain trademarks, trade dress, copyrighted works, trade secrets, technology, know-how, proprietary and confidential information, and other intellectual property (the “Intellectual Property”);

WHEREAS, conditioned upon the use of and access to the Platform, User accepts and agrees to be bound by Company’s policy on privacy (“Privacy Policy”), which is incorporated herein by reference at <https://www.123-insure.com/privacy/> and

WHEREAS, subject to the terms and conditions of these Terms of Use, Company desires to provide a Platform for User to access and use, and User desires to access and use such Platform, conditioned upon acceptance of these Terms of Use.

NOW, THEREFORE, in consideration of the mutual covenants and terms hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS OF USE

I. Definitions

- A. **Device.** “Device” means any unit of physical hardware or equipment that provides one or more computing functions within a computer system including, but not limited to, desktop computers, laptop (or otherwise portable) computers, mobile/cellular phones, tablets, and other computers capable of using or accessing the Platform.
- B. **User.** “User” means any and all individuals who access, use, or visit the Platform.
- C. **Submission.** “Submission” means any and all of User’s submissions on and through the Platform, including User application information, on behalf of the third-party insurers or payors.

II. Conditions of Use

- A. Eligible to be Bound. This Platform is offered and available to Users who meet the “Eligibility Requirements,” as set forth in Schedule 1. By using and accessing this Platform, User represents and warrants that User is of legal age and of legal capacity to form a binding contract with the Company, and Users meets all of the Eligibility Requirements. If User does not meet all of the aforementioned requirements, User may not access or use the Platform.
- B. Geographic Restrictions. Company, the owner of the Platform, is based in the State of Tennessee in the U.S.A. Company provides this Platform for use only by persons located in those regions as provided for in Schedule 1. Company makes no claims, assertions, representations, or warranties that the Platform is accessible outside of the regions so authorized in Schedule 1. If User accesses or uses the Platform from outside the regions so authorized in Schedule 1, User does so on User’s own initiative and is solely responsible for compliance with local laws of the unauthorized regions.
- C. Use of or Access to the Platform. User shall read the Terms of Use carefully before User commences use of, or access to, the Platform. By using or accessing the Platform, User accepts and agrees to be bound and abide by these Terms of Use and the Privacy Policy. If User elects not to agree to these Terms of Use or the Privacy Policy, User must not access or use the Platform.
- D. Reservation of Right to Alter Terms of Use. Company, from time to time, and in its sole and absolute discretion and without prior notice, may revise, update, or otherwise modify these Terms of Use (“Changes”). User’s continued use of or access to the Platform, following the posting of the Changes, means, signals, and indicates that User accepts and agrees to abide by the Changes. User is expected to routinely access, check, and monitor these Terms of Use so that User is on notice and remains abreast of any Changes, as the Changes are binding on User.
- E. Reservation of Right to Amend, Withdraw, or Suspend. Company, from time to time, and in its sole and absolute discretion and without prior notice, may withdraw, suspend, or amend the Platform, in part or in whole, and any service or material Company provides or delivers on the Platform. Company will not be liable if, for any reason, all or any part of the Platform is unavailable at any time or for any period. Company, in its sole and absolute discretion and without prior notice, may restrict, limit, or suspend access to or use of some components or the entirety of the Platform.
- F. Availability, Errors, and Inaccuracies. Company is regularly, routinely, consistently, and constantly updating the contents and resources on the Platform. As a result, the information found on the Platform may contain errors or inaccuracies and may not be complete or current. Products or services may be described inaccurately, or be unavailable on the Platform, and Company cannot guarantee the accuracy or completeness of any information found on the Platform. Therefore, Company, in its sole and absolute discretion and without prior notice, reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time.

III. Access to and Use of the Platform

- A. Application Information. By accessing or using the Platform, and its contents, resources, or services, User may be asked to provide certain application information. It is a condition of User’s access to or use of the Platform that all the information User provides on the Platform is correct, accurate, current, non-misleading, complete, and lawful. User agrees that all application information User provides on

and through this Platform or otherwise is governed by Our Privacy Policy; consequently, User consents to all actions Company takes with respect to User's application information consistent with and pursuant to Our Privacy Policy and applicable federal, state, and local laws and regulations. User's application information includes, but is not limited to, those items of data and information collected, on behalf of the third-party payor or insurer entity, and as further detailed in the Privacy Policy, made available <https://www.123-insure.com/privacy/>

- B. Application Information Personal to User. User acknowledges that User's application information is personal, confidential, private, and exclusive to User, and User agrees not to provide any other person or entity with the use, access, or means by which to use or access this Platform or portions of the Platform using User's application information.
- C. Unauthorized Access. User shall immediately notify Company of any unauthorized access to, use of, or disclosure of User's application information, or any other security incident or breach. User shall exit from the Platform at the end of each session. User should exercise special caution when using or accessing the Platform from a public or shared computer, publicly accessible network, or other nonsecure network-based platforms, for the purpose of preventing third parties from accessing, using, or disclosing User's application information. In the event of actual, imminent, potential, or threatened access to, use of, or disclosure of User's application information, or in the event that User has otherwise violated the Terms of Use herein, Company reserves the right, in its sole and absolute discretion, to disable, restrict, limit, or deactivate User's access to or use of the Platform.

IV. **Thirty Party Sites and Resources**

- A. Other Terms of Use. To the extent that You submit, present, or offer any personal information, including Your application information, to any third party, or otherwise undertake the use of or access to any third-party site, resource, or application ("Third-Party Sites and Resources"), such third party's use of such information may be governed by the third party's terms of use.
- B. Applications and Services. The Platform may include, directly or indirectly, Third-Party Sites and Resources. Because we do not control, directly or indirectly, Third-Party Sites and Resources, User acknowledges and agrees that Company is not responsible or liable, directly or indirectly, for any Third-Party Sites and Resources, including the performance, accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third-Party Sites and Resources. Company has no obligation or commitment to monitor Third-Party Sites and Resources. Company, in its sole and absolute discretion and without prior notice, may remove, limit, suspend, or otherwise restrict access to any Third-Party Sites and Resources (in whole or part). The availability of Third-Party Sites and Resources through and/or on the Platform does not imply, directly or indirectly, Our endorsement or sponsorship of, or Our affiliation with any third party.

V. **Communications and Purchases**

- A. Links to Other Sites and Resources. If the Platform contains links to Third-Party Sites and Resources, these links are provided for User's convenience only. This includes links to third-party payors and insurers utilizing the Company's Services. Company has neither ownership nor control over the contents of those Third-Party Sites and Resources, and Company is not responsible or liable, directly or indirectly, to User for any loss, damage, injury, harm, or cost arising from, related to, or in connection with User's use of or reliance on the contents, goods, services, offers, advertisements, or

promotions of the Third-Party Sites and Resources. If User decides to access any of the Third-Party Sites and Resources linked to the Platform, User does so entirely at User's own risk and peril. By accessing such Third-Party Sites and Resources, User is bound to those terms and conditions of use of the third parties owning or controlling the Third-Party Sites and Resources.

- B. Reservation of Rights and Cooperation. User may not link, frame, or otherwise introduce Third-Party Sites and Resources, or other multi-media platforms, on, to, or through the Platform. Where User causes any unauthorized framing or linking, User agrees to fully cooperate with Company to immediately terminate and cease such unauthorized activity. Company, in its sole and absolute direction and without prior notice to User, may disable any and all links and frames, available to User.
- C. Purchases of Goods, Products, or Services. All rights in any goods, products, or services, made available on and through the Platform by the third-party insurers or payors, are owned by the third-party insurers and payors. Any subsequent purchase or acquisition of the goods, products, or services of the third-party insurer or payor shall be governed by a separate agreement between the User and the third-party insurer or payor.

VI. Confidentiality

- A. Confidential Information. "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained, concerning the Company (and/or any affiliate of Company) or its respective products, services, or operations that constitutes a trade secret of the Company (and/or its affiliate(s)) or is of value to the Company (and/or its affiliate(s)) and indicated or treated as Confidential Information by the Company, including, but not limited to, any and all business plans, product plans, technical and non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, blueprints, designs, design plans, future designs, future design plans, processes, financial data, financial plans, products plans, or lists of actual or potential Users or suppliers, and the terms and conditions of any agreements between the Parties. The term "Confidential Information" shall also include all reports, analyses, notes, or other information prepared by the User or its officers, employees, partners, attorneys, or other professional representatives that are based on, contain, or reflect any Confidential Information. The term "Confidential Information" also includes notes, materials, applications, drafts, or documents pertaining to prospective intellectual property protections not otherwise available to the public, including, but not limited to, the following forms of intellectual property: patents, trademarks, copyright, and the right of publicity. To the extent User can demonstrate by competent written proof, "Confidential Information" does not include information that (i) is now, or hereafter becomes, through no act or failure to act on the part of the User, generally known or available, (ii) is known to the User prior to disclosure pursuant hereto as evidenced by its records, and/or (iii) is hereafter furnished to the User by a third party, as a matter of right (i.e., absent direct or indirect solicitation and/or circumvention in breach of these Terms of Use) and without any restriction on disclosure.
- B. Duty Not to Disclose. Except as otherwise expressly set forth in these Terms of Use, User shall hold in confidence and shall not disclose, reproduce, publish, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Confidential Information of the Company or any portion thereof.

- C. Duty to Exercise Reasonable Care. User shall exercise reasonable care, but in no event less care than it uses to protect its own proprietary information, to prevent the disclosure of Confidential Information to any third party.
- D. Compelled Disclosure. If the User is required by law or ordered by a court or governmental agency of competent jurisdiction to disclose any of the Company's Confidential Information, User shall immediately notify Company. Both Parties shall seek to restrain such disclosure and to obtain a protective order or other appropriate relief from the court or agency. If a protective order or other relief is not obtained, the User may disclose only that portion of the Confidential Information that is legally required. The User shall notify the Company immediately upon discovery of any unauthorized disclosure of Confidential Information, use of Confidential Information other than in pursuance of the purpose of the disclosure, or any other breach of these Terms of Use. The User will cooperate with the Company in every reasonable way to help the Company regain possession of its Confidential Information and prevent further unauthorized uses or disclosures of the Confidential Information.
- E. Period of Confidentiality. User's duty to protect, and prevent disclosure of, Confidential Information shall expire only after the Company provides written notice to the User that the Confidential Information, or particular aspect of the Confidential Information identified by the Company, is no longer considered Confidential Information covered under these Terms of Use.
- F. Destruction of Confidential Information. Upon request from Company, User shall destroy, and certify the destruction of, all Confidential Information specified in the request, and any copies thereof, within thirty (30) days of Company's request.
- G. Return of Confidential Information. In the event of Termination (as defined herein) of these Terms of Use, or upon request from Company, User shall return all Confidential Information, and any copies thereof, within thirty (30) days of Company's request or the date of Termination. In the event it is impracticable or impossible to return all Confidential Information, User shall destroy, and certify the destruction of, all Confidential Information, any copies thereof, within thirty (30) days of Company's request or the date of Termination.

VII. **Uses and Submissions**

- A. Prohibited Uses. User may access and use the Platform only for lawful purposes and in accordance with these Terms of Use. User hereby agrees not to access or use the Platform:
 - i. in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the import or export of data or software to and from the United States of America or other countries);
 - ii. for the purpose of exploiting, harming, or attempting to exploit or harm minors (*i.e.*, persons below the age of eighteen (18)) in any way by exposing them to inappropriate, obscene, pornographic, vulgar, or lewd content, asking for personally identifiable information, or otherwise;
 - iii. to impersonate or attempt to impersonate Company, a Company manager, officer, director, employee, employee agent, or professional representative, another User, or any other third-party person or entity;

- iv. to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined in Company's sole and absolute discretion, may harm, injure, or damage the Company or the Users of the Platform, or expose the Company and the Users to any potential, threatened, imminent, or actual liability; or
- v. to transmit, or procure the sending of, any advertising or promotional material including any material constituting solicitation (*e.g.*, "junk mail," "chain letter," "spam," or any other similar solicitation).

Moreover, User shall not:

- vi. disable, overburden, damage, or impair the Platform or interfere with any other User's use of or access to the Platform, including the Users' ability to engage in real-time activities through the Platform;
- vii. introduce any robot, spider, 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;
- viii. use any process to monitor or copy any of the material on the Platform or for any other purpose not expressly authorized in these Terms of Use, without Our prior express, written consent;
- ix. use, access, or employ any device, computer, processor, tool, method, software, or routine that interferes with the proper operability, functionality, viability, continuity, and maintenance of the Platform;
- x. introduce any viruses, Trojan horses, worms, bots, logic bombs, or other code that is malicious or technologically harmful;
- xi. 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;
- xii. attack the Platform via a denial-of-service ("DoS") attack, a distributed denial-of-service ("DDoS") attack, command and control ("C2"), bots, botnets, or any other means by which a malicious actor seeks to make a machine or network resource unavailable to its intended users by temporarily or indefinitely disrupting services of a host or server;
- xiii. defame, harass, abuse, stalk, threaten, or otherwise violate the legal rights of others, including but not limited to a Company manager, officer, director, employee, employee agent, or professional representative and Platform Users; or
- xiv. otherwise attempt to interfere with the proper working of the Platform.

B. Submissions. The Platform may contain interactive features (collectively, the "Interactive Services"), as set forth in Schedule 2, that allow Users to share, submit, disclose, or transmit Submissions, including a User's application information. Regarding the Submissions, User represents and warrants the following:

- i. the Submissions are owned wholly, or in part, by User, or User has been authorized to provide Submissions;
 - ii. the User has the right to share, submit, disclose, or transmit the Submissions; and
 - iii. the sharing, submitting, disclosing, or transmitting of the Submissions do not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any third-party person or entity.
- C. Limitations on Submissions. User understands, acknowledges, and agrees User is solely responsible and liable for any of the Submissions on the Platform. User is solely responsible and liable for such Submissions, including its legality, reliability, accuracy, appropriateness, and compliance with these Terms of Use.
- D. Grant of License. By providing any Submissions on and through the Platform, User hereby grants to Company, as well as Our successors and assigns, a license to use, edit, modify, share, transmit, modify, and otherwise disclose the Submissions to effectuate the Company's Services.

VIII. **Scrutiny and Enforcement**

- A. Monitoring and Enforcement. Company, in its sole and absolute discretion and without prior notice, has the right, but is under no obligation, to:
- i. remove or refuse to share, submit, disclose, or transmit any Submissions;
 - ii. take any action with respect to any User Submission including, but not limited to, any potential, threatened, imminent, or actual violation of the Terms of Use, infringement or misappropriation of any Company's Intellectual Property and third party's intellectual property, threats as to the personal, physical, or technological safety of the Users, or liability for Company;
 - iii. disclose User's identity or other information about User to any third party who claims that the User Submission violates, have violated, or will violate the third party's rights, including their intellectual property rights or their right to privacy;
 - iv. take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of or access to the Platform; or
 - v. terminate, suspend, limit, restrict, or narrow User's access to or use of all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.
- B. Cooperation with Law Enforcement. Without limiting the foregoing, Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity, or other related information, of any individual or entity posting, linking, storing, sharing, submitting, publishing, or displaying any materials on or through the Platform.
- C. Disclaimer of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY IS UNDER NO OBLIGATION TO EDIT, MODIFY, ALTER, REVISE, AMEND, OR CONTROL USER SUBMISSIONS THAT USERS SHARE, TRANSMIT, DISCLOSE OR

SUBMIT, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH SUBMISSIONS. COMPANY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE, MAY SCREEN, REMOVE, EDIT, OR BLOCK ANY SUBMISSIONS THAT VIOLATE THESE TERMS OF USE OR ARE OTHERWISE OBJECTIONABLE.

IX. Limited License; Intellectual Property Rights

- A. Grant of License. The Platform is licensed to Users for personal, non-commercial use only in accordance with these Terms of Use. Subject to Your complete and ongoing compliance with the terms and conditions of these Terms of Use, Company hereby grants you a personal, limited, revocable, non-transferable, non-exclusive, non-commercial, and non-sublicensable license to:
- i. access and use the Platform, on compatible, authorized Devices that You own or control; and
 - ii. access and use the Platform, solely for enrollment services for third-party insurers and payors, in effectuation of Company's Services.
- B. Breach of Restriction. If You breach these license restrictions, or otherwise exceed the scope of the licenses granted in these Terms of Use, Your right to use or access the Platform will cease immediately. Any use of or access to the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use, and may violate other parties' copyrights, trademarks, trade dress, patents, trade secrets, proprietary information, intellectual property, and other legally protected rights.

X. Representations and Warranties

- A. Mutual Representations and Warranties. The Parties represent and warrant to the other Party the following:
- i. both Parties have the full right, power, and authority to enter into these Terms of Use and to perform its obligations hereunder; and
 - ii. these Terms of Use will constitute the legal, valid, and binding obligation of the Parties, enforceable against each party in accordance with its terms.
- B. User Representations and Warranties. User represents and warrants to Company the following:
- i. User's use of or access to the Intellectual Property or the Platform will not infringe, misappropriate, or otherwise violate the intellectual property rights of the Company;
 - ii. User will not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
 - iii. User will not misappropriate, infringe, use, disclose, transmit, or perform any unauthorized action related to, or in connection with, any and all Confidential Information;

- iv. User will not defame, slander, libel, or invade the right of privacy, publicity, or other property rights of any other person; and
- v. User will not otherwise violate the rights of any other User or third party, or violate any applicable local, state, federal, or international law, code, or regulation.

XI. **Term**

- A. **Commencement.** The term of these Terms of Use (the “Term”) shall commence on the Effective Date (later defined). Company, in its sole and absolute discretion and without prior notice, may terminate, restrict, narrow, or limit User’s access to and use of the Platform.
- B. **Termination by Company.** Notwithstanding the foregoing, Company may terminate these Terms of Use, without opportunity for User to cure, prior to the end of the Term (“Termination”) if:
 - i. User violates any representations and warranties made under these Terms of Use, and other provisions in these Terms of Use;
 - ii. User materially breaches User’s obligations hereunder, including, without limitation, infringement of Company’s Intellectual Property, misappropriation of Company’s Intellectual Property, any unauthorized transfer, conveyance, or license of Company’s Intellectual Property, or non-compliance with all laws and regulations governing User’s Services;
 - iii. User infringes upon or misappropriates the intellectual property rights or publicity rights of third-party person or entity; or
 - iv. User breaches or causes another to breach a contract with a third-party person or entity.
- C. **Prohibition on Re-Use.** Unless Company agrees to otherwise, if Company terminates or suspends a User’s use of or access to the Platform for any reason, the User is prohibited from seeking or acquiring access to, or use of, the Platform under the User’s name, credentials, or an alias.
- D. **Effect of Termination.** Upon Termination of these Terms of Use, User shall immediately discontinue, cease and desist from, and terminate the use of or access to the Platform.

XII. **Copyright Infringement.**

- A. **In General.** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes the copyright owners’ rights under U.S. copyright law.
- B. **Copyright Notification.** If the User believes, in good faith, that materials available on the Platform infringe Your copyright, You, or Your representative or agent, may send Company a notice requesting that We remove the material (in whole or in part) or disable access to the material. If, however, the User believes, in good faith, that a third party (or other User) has wrongly filed a notice of copyright infringement against You, in connection with Your use of or access to the Platform, the DMCA permits You to send Company a counter-notice. Notices and counter-notices must meet the

then-current statutory requirements imposed by the DMCA, as available at <https://www.copyright.gov/dmca-directory/faq.html>. Notices and counter-notices must be sent to:

i. E-Mail: callen@massmarkinc.com

XIII. Remedies

- A. Warranty as to the Platform. COMPANY MAKES NO, AND USER ACKNOWLEDGES IT RECEIVES NO, WARRANTY (PROMISE) EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY OR THE FUNCTIONALITY, VIABILITY, CONTINUITY, OR OPERABILITY OF THE PLATFORM, AND COMPANY MAKES NO WARRANTY (PROMISE) REGARDING THE DISPLAY, PERFORMANCE, REPRODUCTION, OR DISTRIBUTION OF THE INTELLECTUAL PROPERTY IN CONNECTION WITH OR RELATED TO THE PLATFORM. USER'S USE OF OR ACCESS TO THE PLATFORM OR SERVICES OBTAINED THROUGH THE PLATFORM IS AT USER'S OWN RISK. THE PLATFORM OR SERVICES OBTAINED THROUGH THE PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM OR SERVICES OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT COMPANY'S PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET USER'S NEEDS OR EXPECTATIONS.
- B. Limitation of Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, ANY MALWARE OR MALICIOUS CODE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S DEVICES, COMPUTER PROGRAMS, DATA, OR OTHER CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIAL DUE TO USER'S USE OF OR ACCESS TO THE PLATFORM, OR ANY SERVICES OBTAINED THROUGH THE PLATFORM OR TO USER'S DOWNLOADING OF ANY MATERIAL POSTED, PUBLISHED, DISPLAYED, OR TRANSMITTED ON THE PLATFORM, OR ON ANY WEBSITE OR OTHER THIRD-PARTY MULTI-MEDIA PLATFORM LINKED TO IT. IN NO EVENT SHALL COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES, PARTNERS, ATTORNEYS, OR OTHER PROFESSIONAL REPRESENTATIVES BE LIABLE UNDER THESE TERMS OF USE TO THE USER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS OF USE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT USER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND

(C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

- C. **Equitable Relief.** User recognizes that, in the event the User fails to perform, observe, or discharge any of its obligations or liabilities under these Terms of Use, or threatens to fail to perform, observe or discharge such obligations or liabilities, any remedy at law may prove to be inadequate relief to the Company; therefore, Company shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving that actual damages are not an adequate remedy. User acknowledges that actual damages would be both inadequate and insufficient to protect Company from liability related to User's failure to perform, observe, or discharge any of its obligations or liabilities under these Terms of Use.

XIV. Indemnification

- A. **Indemnification by User.** Company assumes no liability to the User or third parties with respect to the operability, functionality, viability, continuity, and maintenance of the Platform. In addition, Company assumes no liability to the User regarding the accuracy of the marketing, delivery, display, performance, distribution, or use of the Intellectual Property or any segments thereof. User acknowledges that Company shall not be responsible, in any way, for advice or information given by the User to third parties in connection with the Platform or the Intellectual Property or otherwise. User shall indemnify, hold harmless, and defend Company and its managers, officers, directors, employees, agents, affiliates, and successors against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by User or awarded against Company in any judgment, administrative proceeding, or any alternative dispute resolution proceeding, arising out of any third-party claim alleging:
- i. breach or non-fulfillment of any representation, warranty, or covenant set forth in these Terms of Use;
 - ii. any negligent or more culpable act or omission (including any reckless or willful misconduct) of User or its agents, officers, employees, partners, attorneys, or other professional representatives, in connection with the performance of its obligations under these Terms of Use;
 - iii. any infringement, violation, or misappropriation of third parties' intellectual property rights in connection with or related to the Platform, the Intellectual Property, or these Terms of Use;
 - iv. any failure by User to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under these Terms of Use.
- B. **Procedure for Indemnification.** User shall immediately notify the Company in writing of any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind. User shall cooperate with the Company at the User's sole cost and expense. User shall immediately take control of the defense and investigation and shall employ counsel of its choice to handle and defend the same, at the User's sole cost and expense. User shall not settle any matter in a manner that adversely affects the rights of the Company without the Company's prior written consent. The Company may participate in and observe the proceedings at its own cost and expense.

XV. Dispute Resolution; Arbitration of Claims.

- A. **In General.** In Company's sole and absolute discretion, Company may require User to submit any disputes arising from, related to, or in connection with these Terms of Use or access to or use of the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the laws of the United States of America and the State of Tennessee. In addition, this agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms of Use, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms of Use. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.**
- B. **Exceptions to Arbitration.** Nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either Party to:
- i. bring an individual action in small claims court;
 - ii. pursue an enforcement action through the applicable federal, state, or local agency, if that action is available;
 - iii. seek injunctive relief in a court of law; or
 - iv. file suit in a court of law to address a claim of intellectual property infringement.

XVI. Entirety of the Terms of Use

- A. **Merger.** Each Party acknowledges that it has read these Terms of Use, that it understands it, and that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior and contemporaneous proposals, representations and warranties, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of these Terms of Use and to the Platform.
- B. **Enforceability.** If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect. To the extent any provision of these Terms of Use is judicially determined to be invalid, illegal, or unenforceable for any reason, a court of competent jurisdiction may reform any such provision to make it valid, legal, and enforceable.

XVII. General Provisions

- A. **Privacy Policy.** Conditioned upon the use of and access to the Platform and its contents, services, and resources, Company mandates User to review and agree to be bound by Company's policy on its handling and processing of User's data and information, including personally identifiable information

(“Privacy Policy”), which is incorporated herein by reference at <https://www.123-insure.com/prviacy/>

- B. Comments, Concerns, and Complaints. All notices of infringement or misappropriation as to the Company’s Intellectual Property or any third-party’s intellectual property should be directed to: callen@massmarkinc.com. All other feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: callen@massmarkinc.com
- C. Governing Law; Jurisdiction. These Terms of Use are governed and interpreted pursuant to the laws of the State of Tennessee, United States of America, notwithstanding any principles of conflict of law. For all disputes, legal suits, actions, or proceedings not subject to arbitration under Section XV hereof, You agree to irrevocably submit to the personal jurisdiction and venue of the courts located within Davidson County, Nashville, Tennessee, and waive any and all objections to the exercise of jurisdiction over You by such courts, as well as venue in such courts.
- D. No Assignment. These Terms of Use may not be assigned or transferred by User without Company’s prior written consent. User acknowledges and agrees that these Terms of Use, and all incorporated agreements, may be automatically assigned by Company in its sole and absolute discretion.
- E. Attachments. The exhibits, schedules, and appendices attached hereto are included in these Terms of Use and incorporated into these Terms of Use as part of a unified document.
- F. Effective Date. These Terms of Use is effective as of the date in which User accepts the Terms of Use by using or accessing the Platform (the “Effective Date”).

SCHEDULE 1 – ELIGIBILITY REQUIREMENTS

Users must be of the age 18. In addition, Users may reside in and access the Platform from the United States.

SCHEDULE 2 – INTERACTIVE FEATURES

The Platform contains and hosts a variety of “Interactive Features” available to a User, including but not limited to the following:

1. Obtaining pricing for insurance services.
2. Enrolling for insurance services.