

## Terms of Use – Terminated-Vested Cashout Website

This Terms of Use page provides important information regarding the scope, duration and terms of any service you may obtain from this website ("Service"), and describes the terms and conditions of your access to the website ("this Website"). This page opens via a footer navigation link and may not be altered or removed by you. These Terms of Use are a legal document governing your use of this Website and the Services. Please read these terms and conditions (the "Agreement") carefully before using this Website. By using this Website or the Services, you agree to the terms and conditions set forth herein. If you do not agree to be bound by the terms of this Agreement, please discontinue your use of this Website and the Services. Mercer recognizes the importance of respecting your privacy. Please consult our [Privacy Statement](#) for a description of how Mercer collects, uses, shares, and protects personal information, as well as the choices and access rights you have in regards to such personal information, in connection with its provision of the Services. The Privacy Statement is hereby incorporated by reference into these Terms of Use.

### 1. In General.

You are hereby granted a personal, limited, non-exclusive, non-assignable and non-transferable license to access and use this Website according to this Agreement. This Website is operated by your Plan Sponsor's third party service provider, Mercer (US) Inc. and its affiliates, including Mercer HR Services, LLC (collectively referred to as "Mercer"). Your right to use all or any portion of this Website may be revoked by the Plan Sponsor or Mercer at any time.

### 2. Security and Validation Policy.

This Website has security and validation mechanisms in place to reasonably assure that no one uses this Website's Services and tools without proper authorization. You shall not violate or attempt to violate the security or validation mechanisms of this Website or related websites. If you attempt to circumvent the security or validation mechanisms, you and your account will be barred from this Website. If you willfully or knowingly attempt to misrepresent your identity at any time, your use of this Website will be denied. Any applicable court or governmental agency or authority may be notified of any suspected fraudulent use of this Website or violation of its security or validations mechanisms. Any and all information transmitted or received through this Website may, from time to time, be monitored. The transmission or receipt of any information which is deemed inappropriate or that violates any term or condition of this Agreement may, without further notice to you, be reviewed, censored or prohibited. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. Unauthorized uses and unauthorized users of this Website will be prosecuted to the full extent of the law.

### 3. Representations and Warranties.

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

this Website, including all the text, graphics, photographs, graphs, sounds, images, audio, page headers, software (including HTML and other scripts), buttons, video and other icons and the arrangement and compilation of this information (collectively, the "Information"), (b) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to this Agreement or obtain Service selected, (c) the information you have provided is complete and accurate, and (d) you have not and you will not perform any act which might contravene the purposes or effects of this Agreement.

#### **4. Ownership and Restrictions on Use.**

The material on this Website is copyrighted information of Plan Sponsor, Mercer or others. All rights they may have in the copyrighted material are reserved. All Information is either owned or licensed by the Plan Sponsor, Mercer or others. The associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the Plan Sponsor, Mercer or others. The Information is protected by contract law and various intellectual property laws, including domestic and international copyright and trademark laws. All other product names and company logos mentioned on this Website or Information are trademarks of their respective owners. The Information is the valuable, exclusive property of the Plan Sponsor, Mercer or others. Nothing in this Agreement shall be construed as transferring or assigning any ownership rights in the Information to you or any other person or entity. You may use the Information solely for using or accessing the Services for your personal, non-commercial use. You may not use the Information for any other purpose. You may download, view, copy and print the Information incorporated into this Website solely for your use consistent with the business purposes of this Website. However, except as expressly permitted on this Website, you may not copy, adapt, distribute, commercially exploit, or publicly display the Information or any portion of the Information in any manner whatsoever without the Plan Sponsor's, Mercer's or other owner's prior written consent. You may not use the information to facilitate unfair competition with this Website or the Services or in any manner which violates applicable U.S. or international law. Under no circumstances will you acquire any ownership rights or other interest in the Information through your access of this Website.

#### **5. Use Restrictions.**

The license granted to you in this Agreement does not permit you to resell, redistribute, broadcast or transfer the Information or use the Information in a searchable, machine-readable database or file except through authorized access to this Website. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portion of the Information. You may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, modify, create derivative works, store or time-share this

Website, any part thereof, or any of the Information received or accessed from this Website to any other person or entity unless you first obtain Mercer's specific written authorization. You agree to use this Website and Information from the Service for lawful purposes only. You agree not to post or transmit any information through this Website which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, (c) is protected by copyright, trademark or other proprietary right without the express permission of the owner of such right, (d) contains a virus, bug or other harmful item, or (e) is used to unlawfully collude against another in restraint of trade and competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your wrongful use of this Website.

## **6. Submissions.**

If you send us suggestions, ideas, notes, computer programs, drawings, concepts, or other information of any kind (collectively, the "Ideas"), the Ideas shall be deemed and shall remain the sole, exclusive and absolute property of Mercer.

## **7. Linking.**

The Services may contain links to other sites. The policies at other sites, which may be owned and operated by third parties, may be different from these Terms of Use and the related Privacy Statement. Those third party sites' policies will govern the use of information you provide to them or that you obtain from them. Mercer makes no representations whatsoever about any other website that you may access through this Website. The access to other links through the Services do not imply that Mercer is affiliated with or otherwise endorses any third parties, that it is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo, or copyright symbol of Mercer. Mercer shall have no responsibility or liability for your access to or linking to a third party site.

You may not create any link to this Website without the proper express prior written consent of Mercer. You may not use any of the proprietary logos, marks, or other distinctive graphics, video, or audio material in such links. You may not link in any manner reasonably likely to (a) imply affiliation with or endorsement or sponsorship by the Plan Sponsor or Mercer, (b) cause confusion, mistake, or deception, (c) dilute the Plan Sponsor's or Mercer's trademarks or service marks, or (d) otherwise violate state or federal law. Mercer is a distributor of certain content supplied by third parties, so some of the content displayed in this Website may be that of a third party. Neither the Plan Sponsor nor Mercer has editorial control over such third party content. Any opinions, advice, statements, services,

offers or other content expressed or made available by third parties, including information providers, are those of the respective author or distributor and not of the Plan Sponsor or Mercer. The Plan Sponsor and Mercer disclaimers in this Agreement are also applicable to third party content.

**8. Copyright Infringement Claim and Copyright Agent.**

The Plan Sponsor and Mercer accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials. Your license to use this Website or the Information may be terminated if it is determined that you are involved in any infringing activity, regardless of whether the material or activity is ultimately determined to be infringing.

**9. Access Credentials.**

You accept full responsibility for use of your username, password and any other access or authentication credentials, including but not limited to personal identification numbers (PINs) (collectively referred to as "Access Credentials") and for maintaining the confidentiality of your Access Credentials. You are the only person authorized to use your Access Credentials. You shall not permit or allow other persons to have access to or use your Access Credentials. You may not disclose any Information to any third party, except to your financial, legal or tax advisors, and others with whom you share medical decisions (if applicable to the Service) or the Services provided by or through this Website. You are solely responsible for the confidentiality and security of your Access Credentials. If, at any time, you learn or suspect that your Access Credentials have been disclosed or otherwise made known to anyone other than yourself, you agree to immediately notify the Plan Sponsor or Mercer. Re-issuance and reactivation of Access Credentials is subject to applicable security and validation procedures. You will not receive new Access Credentials if you have violated, or allowed others to violate, the applicable security procedures or this Agreement.

**10. Termination.**

Termination or cancellation of this Agreement shall not affect any right or relief to which the Plan Sponsor or Mercer may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you under this Agreement will terminate. This Agreement shall remain in full force and effect unless terminated or canceled for any of the following reasons: (a) immediately by the Plan Sponsor or Mercer for any unauthorized access or use by you except as expressly provided in this Agreement; (b) immediately by the Plan Sponsor or Mercer if you assign or transfer (or attempt the same) any rights granted to you under this Agreement; (c) immediately by the Plan Sponsor or Mercer if you violate any of the other terms and conditions of this Agreement; or (d) immediately upon the termination or expiration of the underlying service agreement between Plan Sponsor and Mercer

pursuant to which this Website and the Services are made available to you. Upon termination you must immediately stop using this Website and the Services.

**11. Delays in Services.**

The Plan Sponsor and Mercer shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, data processing failures, telephone interconnect problems, utility and internet failures or problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes beyond the reasonable control of the Plan Sponsor or Mercer. The Plan Sponsor and Mercer shall have no responsibility to provide access to the Service while the interruption of this Website and/or the Service exists.

**12. Disclaimer.**

MERCER WILL NOT AUDIT OR OTHERWISE VERIFY INFORMATION YOU PROVIDE TO OBTAIN THE SERVICE YOU SELECT. MERCER IS NOT RESPONSIBLE FOR ANY SERVICES OBTAINED, INCLUDING ANY CHANGES THERETO, OR ANY BENEFITS THEREUNDER, OR ANY CLAIMS, PAID OR DENIED, OR ANY PENALTIES OR INTEREST RELATED THERETO. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLAN SPONSOR AND MERCER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THIS WEBSITE AND THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PLAN SPONSOR AND MERCER DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THIS WEBSITE OR THE SERVICES. THE PLAN SPONSOR AND MERCER DO NOT WARRANT THAT YOUR USE OF THIS WEBSITE OR THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAW OR REGULATION. IN NO EVENT WILL THE PLAN SPONSOR OR MERCER OR ANY OF THEIR AFFILIATES, AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE SERVICES, EVEN IF THE PLAN SPONSOR OR MERCER HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES THAT YOU SUFFER OR IF ANY REMEDY YOU HAVE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION,

COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF THIS WEBSITE OR THE SERVICES, WHETHER FOR BREACH OF CONTRACT OR ANY OTHER CAUSE OF ACTION. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS WEBSITE AND THE SERVICES IS IN COMPLIANCE WITH APPLICABLE LAW. MERCER SPECIFICALLY DISCLAIMS THAT MERCER, INCLUDING ANY OF ITS AFFILIATES AND VENDORS, IS IN ANY MANNER ACTING AS A FIDUCIARY, TRUSTEE, 'ADMINISTRATOR' OR 'NAMED FIDUCIARY' UNDER ANY PLAN SPONSOR OR PLAN SPONSOR-ADMINISTERED OR AUTHORIZED EMPLOYEE BENEFIT PLAN.

**13. Governing Law; Limitations; Venue.**

This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. You hereby irrevocably and unconditionally submit to the jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of this Agreement or your use of this Website or the Services. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of this Website or the Services must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued.

**14. Modifications.**

This Website, the terms and conditions of this Agreement, and the Services may be modified from time to time by the Plan Sponsor or Mercer. Such modifications may include, without limitation, changes to the Services, changes in implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of this Website. Information within this Website may also be added, withdrawn or modified at any time. Modifications will be effective immediately upon posting unless indicated otherwise. Please review these Terms of Use periodically for changes. Your use of this Website indicates your full acceptance of this Agreement in its then-current form each time you use this Website.

**15. Limitation of Liability and Indemnity.**

Your use of this Website, the Services and the content contained herein is entirely at your own risk. This Website and the Services are provided "as is" to the maximum extent permitted by applicable law. Accordingly and to the maximum extent permitted by applicable laws, the Plan Sponsor and Mercer are not liable for any of the following:

- a. Indirect, special, incidental, punitive or consequential damages; and
- b. Damages relating to failures of telecommunications, the internet, internet service providers, electronic communications, corruption, security, loss, theft or alteration of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or

hardware that does not meet systems requirements. The above limitations apply even if Plan Sponsor and Mercer and their suppliers and sub-contractors have been advised of the possibility of such damages.

**16. Indemnity.**

You agree to indemnify and hold Mercer and its vendors, including its suppliers and subcontractors, harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of this Website and the Services or your breach of these Terms of Use or this Agreement (collectively, "Claims"). Mercer reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Mercer in the defense of any Claims.

**17. Export Restrictions.**

You acknowledge that this Website, the Services and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations and will not export or re-export the Services, or any part of the Services, in violation of these laws and regulations, directly or indirectly.

**18. Personal Information Privacy.**

- a. Subject to this Website's Privacy Statement Mercer may retain your personal information as necessary to provide Services to you, or to service your benefits with your Plan Sponsor or employer as necessary, and as permitted by law.
- b. You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer.

**19. Comments.**

For questions or comments concerning this Website, this Agreement or the [Privacy Statement](#) please contact Mercer.