

Terms and Conditions

USE OF THIS SITE CONSTITUTES AN ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE IN FULL, USE OF THIS SITE MUST BE TERMINATED IMMEDIATELY.

Mployer Advisor Inc., a corporation of Tennessee, (hereinafter "MPLOYER"), is the owner of databases used to produce compiled reports (hereinafter "Licensed Material"), which includes copyrighted material and proprietary and trade secret information. As used herein, "Licensee" refers to the party to whom a limited license in the Licensed Material is granted, according to the terms set forth herein.

The Licensed Material and the content of this World Wide Web (hereinafter "WWW") site (together with any underlying source code, hereinafter collectively "this Site") are provided exclusively under the following Terms and Conditions:

1. TITLE; LICENSE & RESTRICTIONS ON USE

1.1 All rights, title and interest (including all copyrights, trademarks and other intellectual property rights) in this Site and the Licensed Material belong to MPLOYER. MPLOYER retains title to this Site and the Licensed Material and all property rights therein. All materials supplied to Licensee or authorized under these Terms and Conditions, included printed matter or electronic data, remain the sole property of MPLOYER. Except as expressly provided, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

1.2 The Licensee is granted a nonexclusive, nonassignable, nontransferable, limited license to view, print and reproduce the Licensed Material purchased by the Licensee and retrieved from this Site for a period not exceeding one year from the date of purchase, provided the Licensed Material is not distributed outside the Licensee's organization. The scope of the Licensed Material is limited to the particular database, the particular portions of that database, and the particular edition of that database specified at the time of purchase. This license is personal to Licensee, and Licensee shall not transfer, sublicense or assign this license to another person or organization without the prior written consent of MPLOYER.

1.3 Licensee understands and agrees that the Licensed Material constitutes proprietary information of MPLOYER and contains trade secret material compiled and owned by MPLOYER. Licensee will not provide any of the Licensed Material or any medium on which it is supplied or to which it may be copied to any person except those employees of Licensee who require access to the information to facilitate Licensee's use of the Licensed Material. In no event shall materials from this Site be stored in any information storage and retrieval system without the prior written consent of MPLOYER.

1.4 Licensee warrants that it is in no way acting as agent or representative of any undisclosed principal.

2. RENEWAL

2.1 Licensed Material will be renewed automatically unless terminated by Licensee with written notice to MPLOYER thirty (30) or more days prior to the renewal date. All fees and charges are nonrefundable and no full, partial, or prorated refunds or credits for partially used periods unless required by law. Termination requests may be directed to customersuccess@mployeradvisor.com.

2.2 MPLOYER may change and modify prices for all or part of the Licensed Material in its sole discretion once per year and shall notify Licensee at least thirty (30) days prior to the end of the then current license term to provide Licensee time to evaluate the price change and decide if a

renewal is warranted. MPLOYER further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by MPLOYER to be contrary to this Agreement. For avoidance of doubt, MPLOYER has no obligation to store, maintain or provide a copy of any content that Licensee provides when using the Services. Any questions or issues surrounding the functionality of the MPLOYER Site or application should be directed to info@mployeradvisor.com.

3. DISCLAIMERS; LIMITATION OF LIABILITY

3.1 THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND MPLOYER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

3.2 MPLOYER disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or any way related to (a) any errors in or omissions from this Site and its content or the Licensed Material, including but not limited to technical inaccuracies and typographical errors, (b) any third party WWW sites or content therein directly or indirectly accessed through links in this Site, including but not limited to any errors in or omissions therefrom, (c) the unavailability of this Site or any portion thereof, (d) use of this Site, or (e) use of any equipment or software in connection with this Site.

3.3 MPLOYER, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of MPLOYER or its affiliates shall not be liable for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees and lost profits or savings) in any way due to, resulting from, or arising in connection with this Site, including its content, regardless of any negligence.

4. GOVERNING LAWS; JURISDICTION

Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitrations will be held in Nashville, Tennessee and governed by the laws of the State of Tennessee. Notwithstanding the foregoing, for any business claim that is not subject to arbitration, including without limitation excluded business claims, the Licensee agrees to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within the state of Tennessee, which is the place of performance of these business terms. The Licensee and MPLOYER agree that each may bring or participate in business claims against the other only in their respective individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.

5. CHANGES TO THIS SITE AND TO THESE TERMS AND CONDITIONS

This Site and these Terms and Conditions may be changed by MPLOYER with or without notice. Please review this Site and these Terms and Conditions on a regular basis for changes. Continued use of this Site following any change constitutes an acceptance of the change.

6. ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions incorporate by reference any notices contained on this Site and constitute the entire agreement with respect to access to and use of this Site. If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.