

## CORESTREAM USER TERMS

**The Extra Special Benefits powered by Corestream.** The Extra Special Benefits and Discounts powered by Corestream Service (“**Service**”) is provided at no additional cost to the entity identified on the Ordering Document that is eligible to participate (“**User**”) in the Service and provides User’s workers (“**Workers**”) with direct access to a voluntary insurance and benefits platform (“**Platform**”) provided by Empower Benefits, Inc. d/b/a Corestream, a licensed insurance agency and/or broker (“**Vendor**”). The Platform provides Worker’s access to voluntary Worker-paid benefits such as life, home, auto, pet, and critical care insurance (“**Insurance and Benefit Products**”) provided by unaffiliated insurance carriers (“**Carriers**”) and select other products, services, and discounts (“**Additional Products**”) (Insurance and Benefits and Additional Products will collectively be referred to as “**Products**”) provided by unaffiliated third party providers (“**Providers**”). As between Vendor and User, Vendor will solely determine eligibility of a Worker to access or receive a particular Product. User authorizes Vendor to offer Workers Products as set forth below.

**1. Transmittal of Information.** User authorizes Viventium to transmit the User Data to Vendor in connection with the Service. User further authorizes Vendor and/or Viventium to directly contact Workers with marketing communications regarding the Service, Platform, and Products. If a Worker elects not to be directly contacted by Vendor, Worker must opt out directly with Vendor. Workers must enroll on the Platform to access and purchase Products. There is no cost to the Worker to enroll on the Platform. Products may have different eligibility requirements and not all Workers will be eligible for all Products. User understands that one or more of Vendor, Carrier, and Provider may use the Workers’ information to offer, quote, and provide Products, as applicable, to the Workers. User authorizes Vendor to provide Viventium with Worker data as necessary for Viventium to provide the Service and to facilitate payroll deductions, if applicable. For more information about Vendor’s data sharing practices, please see Vendor’s Privacy Policy at <https://corp.corestream.com/privacy-policy>, which may be amended from time to time.

**2. Broker of Record.** User designates Vendor as the broker of record to present and sell applicable Insurance and Benefits Products to Workers (“**Broker of Record**”). Vendor is authorized to disclose to Carriers that User has designated Vendor as Broker of Record in connection with the Insurance and Benefits Products offered on the Platform and manage such Insurance and Benefits Products on behalf of Carriers. User authorizes Viventium to disclose the Agreement to Carriers or otherwise verify to Carriers that User has designated Vendor as Broker of Record if requested by Carrier. User further represents that all such Insurance and Benefits Products are not, and will not be, part of an ERISA or other employee benefits plan. User authorizes Vendor to select the available Carriers and program rules, including levels of coverage and eligibility offered to Workers. The Broker of Record designation and Vendor authorizations will remain in force until User opts out of the Service or the Agreement is terminated.

**3. Additional Products.** Vendor may provide Additional Products that do not require a Broker of Record designation. User authorizes Vendor to provide its Workers access to select Additional Products offered by Providers as determined by Vendor and to manage such Additional Products.

**4. Commissions and Fees.** User authorizes Vendor to receive commissions and fees from the Carriers and Providers as compensation for the Products purchased by Workers on the Platform. User acknowledges that commissions and fees earned from insurance policies sold to Workers during the term of the Service will be assigned to Vendor for the life of the insurance policy. User acknowledges that, to the extent permitted by applicable law, Vendor may share fees with Viventium or its affiliate(s). User authorizes Vendor to earn interest on any funds collected from User prior to funds being remitted to Carriers or Providers. User acknowledges that without the Broker of Record designation Vendor would not be compensated for the sale of insurance Products. This clause will survive the termination of the Agreement.

**5. Enrollment and Payment.** Workers may, at their option, elect to enroll on the Platform and in one or more Products by (a) completing an enrollment form, (b) accepting the cost of the Product(s), (c) authorizing the method of payment, and (d) agreeing to any applicable terms and conditions from one or

more of Vendor, Carrier, and Provider. If a Worker elects to pay for eligible Products through payroll deductions, User acknowledges that Vendor will provide Viventium the amount to be deducted from the Worker's paycheck as a payroll deduction on Worker's and User's behalf. User authorizes Viventium to facilitate the payroll deductions based on Products elected by Workers and the information provided by Vendor and remit payments to Vendor. User further authorizes and directs Vendor to remit the funds to Carrier or Provider, as applicable. Viventium will set up any applicable payroll deductions based on the information received from Vendor and will have no obligation to verify any payroll deductions with User or Worker. It will be User's responsibility to review and verify the accuracy of all payroll deductions associated with the Service. User acknowledges that Viventium and Vendor will not be responsible for any damages that may result from User's failure to timely review any payroll deductions. Refunds are the responsibility of the insurance carriers and providers, and not Vendor.

**6. Opt-Out of Service and Product Cancellation.** Vendor will be responsible for any customer service inquiries from Workers' pertaining to the Service and the Platform. User may opt out of the Service by visiting <https://viventium.tfaforms.net/44> at any time. If User opts out of or terminates the Service, User acknowledges that Viventium will not provide User's Workers access to the Platform or permit User's Workers to enroll in any new Products. If any of User's Workers have enrolled in Products requiring payroll deductions, Worker may be allowed to retain Products purchased prior to termination of the Service or the Agreement or User's opt-out, in accordance with the Products' terms, and if the Worker establishes an alternative payment arrangement with one or more of Vendor, Carrier, and Provider. . Cancellations of Products may be handled by Carrier or Provider, or if directed by a Carrier or Provider, by Vendor. Cancellations that do not comply with the Carriers' or Providers' requirements may be ineffective. Upon termination of the Service or the Agreement, User and its Workers may no longer have any access to the Service or the Platform.

**7. Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USER'S USE OF THE SERVICE AND PLATFORM IS AT USER'S SOLE RISK, AND THE SERVICE AND PLATFORM ARE PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. VENDOR GIVES NO EXPRESS WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF PERFORMANCE, COURSE OF DEALING, AND USAGE OF TRADE. Vendor is not responsible for honoring or servicing any warranty provided to Workers by a Provider. User is solely responsible for any and all employees benefits related compliance obligations, including, without limitation, any obligations arising out of ERISA. This clause will survive the termination of the Agreement.

**8. Limit of Liability.** IF USER HAS ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, USER CAN RECOVER FROM VENDOR ONLY DIRECT DAMAGES UP TO \$1,000.00. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL VENDOR, ITS SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, CONSEQUENTIAL, LOSS OR RECOVERY OF DATA, EXEMPLARY, INCIDENTAL, INDIRECT, LOST PROFITS, LOSS OF USE, PUNITIVE, OR SPECIAL. This limitation applies to **(a)** anything related to the Platform, Products, Service, or on third party Internet sites; and **(b)** claims for breach of condition, contract, guarantee, representation, or warranty; strict liability, negligence, or other tort or legal or equitable theory; or any other action, claim, or demand; in each case to the extent permitted by applicable law. This limitation also applies even if Vendor knew or should have known about the possibility of the damages. Further, User acknowledges that Carriers and Providers are solely liable for their own services and that Vendor is not responsible for the acts or omissions of Carriers, Providers, or Viventium including, without

limitation, any acts or omissions related to the security or confidentiality of any information on Carrier's, Provider's, or Viventium's systems, networks, or servers. Vendor may limit the availability of the Platform and may change, add, or remove Products included on the Platform at any time and without notice. This clause will survive the termination of the Agreement.

**9. Intellectual Property.** The Service and the Platform are the confidential information and intellectual property of Vendor. Vendor hereby retains all right, title, and interest in and to the Service and the Platform and each of its component parts, respectively. All rights to the Service, Platform, and all intellectual property therein are reserved. This clause will survive the termination of the Agreement.

**10. Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement (including, without limitation, those certain Master Terms and Conditions that are attached to and made part of the Ordering Documents between Viventium and User or those certain Terms and Conditions that are incorporated therein), User and Vendor expressly acknowledge and agree that Vendor, although not a signatory to the Agreement, is an intended third-party beneficiary of the Agreement and will be entitled to enforce any covenants, obligations, rights, representations, or warranties expressly made for Vendor's benefit under the Agreement as if it were an original party to the Agreement. User and Viventium will not amend or terminate the Agreement in a manner that adversely affects Vendor's rights thereunder or hereunder without Vendor's prior written consent.