

MidAmerica Terms of Use (Journey Template)

AGREEMENT BETWEEN USER AND MidAmerica Administrative & Retirement Solutions, LLC.

The MidAmerica Journey platform ("Platform") is comprised of various Web pages operated by MidAmerica Administrative & Retirement Solutions, LLC ("MidAmerica")

The Platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Platform constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

MidAmerica reserves the right to change the terms, conditions, and notices under which the Platform is offered, including but not limited to the charges associated with the use of the Platform.

LINKS TO THIRD PARTY SITES

The Platform may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of MidAmerica and MidAmerica is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. MidAmerica is not responsible for webcasting or any other form of transmission received from any Linked Site. MidAmerica is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MidAmerica of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Platform, you warrant to MidAmerica that you will not use the Platform for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Platform.

USE OF COMMUNICATION SERVICES

The Platform may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

MidAmerica has no obligation to monitor the Communication Services. However, MidAmerica reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. MidAmerica reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

MidAmerica reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in MidAmerica's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. MidAmerica does not control or endorse the content, messages or information found in any Communication Service and, therefore, MidAmerica specifically disclaims any liability with regard to the Communication

Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized MidAmerica spokespersons, and their views do not necessarily reflect those of MidAmerica.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO MIDMAERICA OR POSTED AT THE PLATFORM

MidAmerica does not claim ownership of the materials you provide to MidAmerica (including feedback and suggestions) or post, upload, input or submit to the Platform or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting MidAmerica, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. MidAmerica is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in MidAmerica's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PLATFORM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MIDAMERICA AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM AT ANY TIME. ADVICE RECEIVED VIA THE PLATFORM SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

MIDAMERICA AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE PLATFORM FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MIDAMERICA AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MIDAMERICA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE PLATFORM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MIDAMERICA OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

SERVICE CONTACT: healthaccountservices@mymidamerica.com

TERMINATION/ACCESS RESTRICTION

MidAmerica reserves the right, in its sole discretion, to terminate your access to the Platform and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in San Mateo County, California, U.S.A. in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and MidAmerica as a result of this agreement or use of the Platform. MidAmerica's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MidAmerica's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by MidAmerica with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MidAmerica with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MidAmerica with respect to the Platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated

and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of the Platform are: Copyright 2020 MidAmerica Administrative & Retirement Solutions, LLC, and/or its suppliers. All rights reserved.

TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. **ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.** See Notice and Procedure for Making Claims of Copyright Infringement

Privacy Policy (Journey Template)

MidAmerica Administrative & Retirement Solutions, LLC takes your privacy very seriously. We share a commitment to protect your privacy and the confidentiality of your personal and financial information.

As a provider of services that involve compiling personal – and sometimes sensitive – information, protecting the confidentiality of that information has been, and will continue to be, a top priority with MidAmerica. We believe that you should know about the information we collect, the measures we take to safeguard it, and the situations in which we might share information with select business partners. This notice explains how MidAmerica handles and protects the personal information we collect. “MidAmerica” refers to MidAmerica Administrative & Retirement Solutions, LLC

The information we collect and the extent to which we use it will vary depending on the product or service involved. In fact, in certain cases, we may not collect or share some of the types of information noted below. For example, in a number of cases MidAmerica has an agreement with distributors or plan sponsors that limits the sharing of information about its customers with any other company, even if that company is a MidAmerica affiliate. These agreements continue to be honored. Our privacy promise derives from basic principles of trust, ethics and integrity.

For information that we collect that is considered protected health information under the Health Insurance Portability & Accountability Act (“HIPAA”), we comply with the privacy and security regulations under HIPAA. For a copy of the HIPAA privacy notice, please call 1-800-430-7999.

1. We collect only the customer information necessary to consistently deliver responsive products and services.

MidAmerica collects information that helps serve your financial needs; provide high standards of customer service; develop and offer new services for our customers and potential customers; and fulfill legal and regulatory requirements. The information collected generally varies depending on the products or services you request and may include:

Information provided on applications and related forms – for example, name, address, Social Security number, and annual income.

Information from your employer, benefit plan sponsor, or association regarding group products in which you may be enrolled – for example, name, age, address and Social Security number.

Third-party reports, such as consumer credit history, motor vehicle records, demographic and/or medical information, if relevant to your product or service.

Information about your relationships with us, such as products or services purchased, and account balances (if applicable), which we may obtain in writing, during telephone or Internet transactions or from data gathering software used when you are accessing MidAmerica’s website.

2. We maintain safeguards to ensure information security.

We have implemented security standards and processes – including physical, electronic and procedural safeguards – to ensure that access to customer information is limited to authorized and trained employees, registered representatives or agents who may need it to do their job and to ensure the confidentiality of customer information is protected in accordance with our policies. They are required to respect the confidentiality of all customer information.

3. We limit how, and with whom, we share customer information.

First and foremost, we do not sell lists of our customers, nor do we disclose customer information to marketing companies outside MidAmerica, with the exception of companies we may hire to provide specific services for us, as described below. We will share customer information only for the following reasons:

We may be required by law or regulation to disclose information to third parties – for example, in response to a subpoena, to prevent fraud, and to comply with rules of, or inquiries from, industry regulators.

In some cases, we may share information we collect – for example, name, address, age, and Social Security number – with our affiliated and nonaffiliated business partners such as an insurance company in order to process or service a transaction you have requested, to facilitate enhanced customer services, or to inform you of MidAmerica services you may find useful, provided we have obtained the necessary authorizations or opt-out notices, as required by law.

Furthermore, as permitted by federal and state laws, we may share or exchange information with companies engaged to work with us or other third parties, such as:

Third-party administrators and vendors hired to effect, administer or enforce a transaction that you request or authorize; to develop or maintain software; or to perform marketing research.

Financial services entities, such as banks, credit unions, credit union service corporations, insurance companies, or securities broker-dealers, with which we have joint marketing agreements; and vendors who provide us with demographic information to develop marketing plans. The information we may share is described in Section 1. In all cases, where required by the HIPAA privacy rules, we will obtain your written authorization to use or disclose your protected health information for marketing purposes where we receive financial remuneration and for the sale of your protected health information.

Reputable consumer reporting agencies in connection with your insurance product application.

Other than what is described previously or as permitted by the HIPAA privacy rules, we won't share information about you with third parties to market products to you, unless we tell you about it first, and give you a chance to say no or obtain your written authorization as required. If we are required to offer you an opt-out notice, we will provide you a copy of such notice and a reasonable means to exercise your opt out right. If you have questions about your right to opt out, please contact 1-800-430-7999.

We uphold these privacy principles throughout MidAmerica and its business partners. Companies with which we share customer information are required to maintain the confidentiality of that information.

We will reaffirm this policy annually in writing, as long as you maintain an ongoing relationship with MidAmerica. While this policy may change from time to time, you can always review our current policy online at www.myMidAmerica.com.

In this notice of our Privacy Promise, the words “you” and “customer” are used to mean any individual who obtains or has obtained a financial product or service through MidAmerica Administrative & Retirement Solutions, LLC, that is to be used primarily for personal, family or household purposes