

END USER TERMS AND CONDITIONS

Terms of Use and Privacy Policy

THESE TERMS OF USE constitute an agreement (“Agreement”) made between MRIGlobal and any person using this website operated by TechSource, Inc. corresponding to your use of MRIGlobal website, AD.swipebenefits.com. You agree to adhere by every term listed in this Agreement as a condition of your continuing to access, view or use the Site.

Site Usage

The Site is proprietary to and is protected by copyright and other intellectual property laws and international intellectual property treaties. Your access to the Site is by license or permission. Subject to the terms and limitations set forth in this Agreement, MRIGlobal agrees to provide You with a personal and non-exclusive right to access, view and use the Site.

You agree that on occasion the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) Site code malfunctions; or (ii) reasons not in the control of MRIGlobal, whether or not foreseeable.

You shall be solely responsible for providing, maintaining and ensuring compatibility with the Site, all hardware, software, electrical and other physical requirements for your use of the Site, including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, programs and services required to access and use the Site.

MRIGlobal may amend this Agreement at any time, for any reason, by notice conspicuously posted on the Site. Amendments will be effective as stated in the notice. Continued use of the Site after any Amendment becomes effective shall indicate the Authorized User's consent and agreement to the Amendment.

Security and Privacy

You shall be solely responsible for the security, confidentiality, integrity, and use of all messages and/or the content that You transmit to the Site. Except as otherwise indicated below, MRIGlobal will use commercially reasonable efforts to not monitor, edit, or disclose any personal information about You, including your use of the Site, without your prior consent unless MRIGlobal has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of MRIGlobal; (iii) enforce this Agreement; (iv) protect the interests of users of the Site other than You or any other person; or (v) operate or conduct maintenance and repair of MRIGlobal services or equipment, including the Site as authorized by law. Nonetheless, You have no expectation of privacy with respect to the Internet generally or this Site in particular, and MRIGlobal reserves the right, to the extent permitted by applicable law, to gather necessary information about You and your use of the Site. Such personal information that is voluntarily submitted to MRIGlobal is not sold, and is not shared with entities outside of the firm other than appropriate service providers who assist the firm in carrying out its marketing and business functions. In general, MRIGlobal provides You with the right to opt-out of receiving marketing

and other discretionary communications, and to update, supplement or delete your own voluntarily submitted personal purposes information which MRIGlobal uses for the previously noted business.

Content Restrictions

You further agree not to use the Site to send or post on message boards or any place on our Site, any message, e-mail or material that is unlawful, harassing, libelous, defamatory, abusive, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark, or other proprietary right, or derivative works without first obtaining permission from the owner, or encourage the use of controlled substances. MRIGlobal reserves the right to delete any such material from the Site. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited. All materials included on this Site, including without limitation text, graphics, images, logos and other materials (collectively, "Content"), and all related intellectual property rights (including without limitation trademarks, service marks, logos, copyrights, trade dress and the "look and feel" of the Site), are owned by MRIGlobal (or are displayed by MRIGlobal with permission of its owners or as permitted by applicable law). You agree not to copy, reproduce, display, modify, transmit or distribute such Content, except printing copies for your own, non-commercial use, without the prior written consent of MRIGlobal. These restrictions apply to such Content in all adaptations or transformations and in all media and forms, now existing or hereafter developed.

Content Disclaimer

Many of the benefits and human resources-related forms and materials presented on this Site are accompanied by explanatory commentary that acquaints the User with the legal and practical issues pertaining to the subject area of such forms and materials, especially as such issues relate to the forms. Users are cautioned, however, that all of the forms and commentary presented herein are for general reference only. Federal, state or local laws or individual circumstances may require amendment of the forms to meet specific situations. Some government forms may be presented in altered size, font or format and may not, therefore, meet federal or state requirements. All of the forms, checklists and commentary are intended to be used only as guides and should not be adopted without the advice of competent legal counsel.

While every effort has been made to offer current, complete and accurate information, errors can occur. Furthermore, this Site may contain references to certain laws and regulations. Laws and regulations will change over time and should be interpreted only in light of particular circumstances.

All Content is provided "AS IS". MRIGlobal does not ensure that the Content is current or accurate, or will remain accurate or complete. Content may be correct when published and afterwards become out-of-date or incorrect. MRIGlobal does not affirm that the Content will be free of errors, defects or viruses, or that any such errors, defects or viruses will be corrected. MRIGlobal expressly disclaims all implied warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Changes

MRIGlobal reserves the right to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time in our sole and absolute discretion. Changes in this Agreement will be posted on this Site. Your continued use of this Site after any changes are made shall be deemed your acceptance of the changes.

Prohibited Uses

You are solely responsible for your acts and omissions when using the Site, and You agree not to engage in unacceptable use of the Site, including without limitation use of the Site to: (a) transmit unsolicited messages, chain letters or unsolicited commercial email; (b) transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, offensive, vulgar, threatening or malicious; (c) transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) transmit viruses, trojan horses or any other malicious code or programs; (e) engage in systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from MRIGlobal by use of scrapers, spiders or other tools; or (f) engage in any other activity deemed by MRIGlobal to be in conflict with this Agreement.

Links to Other Sites

MRIGlobal may provide, or third parties may provide, links to other World Wide Web sites or resources from within our Site. Because we have no control over such sites and resources, you acknowledge and agree that MRIGlobal is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that MRIGlobal shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

The Site may offer and include products and services of third-party vendors. MRIGlobal does not act as an agent or broker on behalf of third parties, nor are we responsible for the content, statements, actions, or omissions of such third parties. Inclusion of a third-party service on the Site is not an endorsement of that service. We encourage you to review the terms of service and other agreements of such third parties when visiting their sites or using their services. In order to provide you with these services, your personal information may be collected and supplied to such third parties, but the information provided will not exceed that which is necessary for the third-party to provide the service. We may, without notice, at any time change such third-party service provider(s). You agree in the event of any such change to allow MRIGlobal and/or any such provider(s) to transfer your personal account information from/to MRIGlobal and/or from/to any such provider(s).

Disclaimers and Limitation of Remedies.

THE SITE IS PROVIDED ON AN "AS IS" BASIS WITH NO IMPLIED WARRANTIES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF HOSTING SERVICE OR MRIGlobal INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OR PUNITIVE DAMAGES, EVEN IF WE HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE. COURT AWARDED DAMAGES IN FAVOR OF ANY INJURED AUTHORIZED USER SHALL NOT,

IN ANY EVENT, EXCEED THE AMOUNT SUCH USER ACTUALLY PAID DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE INJURY, AS USER FEES OR ROYALTIES IN ORDER TO ACCESS THE SITE. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MRIGlobal DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to all Authorized Users. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. MRIGlobal failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Refund Policy

No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term.

Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation after 180 days of the end of your subscription effective end date. Your Data cannot be recovered after 180 days from your service end date.