

BENEFITS ALL IN, LLC

TERMS OF SERVICE AGREEMENT

Effective date: July 15, 2026

The terms of service set forth in this Terms of Service Agreement (the “Agreement”) constitute a legally binding agreement between you (“User,” “you” or “your”) and Benefits All In, LLC (the “Company,” “we,” “us” or “our”) regarding your access to and use of <https://benefitsallin.com/> and all of its subdomains, including all public and secured areas and the interactive and passive content, products and services made available there (collectively, the “Site”).

This Agreement governs your rights and responsibilities regarding the Company and the Site. Please review it carefully.

1. Authorized Access and Use.

You agree to use the Site for lawful purposes only and consistent with Agreement. This Site is designed to comply with applicable laws in the United States only. If you access the Site from outside of the United States, you agree to comply with all applicable local laws. By agreeing to the Terms and our Privacy Policy, the Company grants you a limited, personal, non-exclusive, non-transferrable license to access and use the Site and the Company Content (defined below). This license is revocable at any time without notice. You are not authorized to use this Site or access Company Content for any reason if you are under the age of eighteen (18), or the age of majority in your jurisdiction, whichever is greater.

2. Acceptance of Agreement.

By accessing or using any part of the Site, you are electronically accepting this Agreement and all of its provisions and agreeing to be bound by and comply with them and are expressly acknowledging and representing to the Company: (i) that you are not prohibited from accessing or using the Site under Section 1, above, (ii) that you have the legal capacity and authority to enter into and bind yourself to this Agreement, (iii) that you understand all of the provisions of this Agreement, and (iv) that you understand and acknowledge that this Agreement has the same force and effect as an agreement in writing signed by you and the Company.

You further acknowledge, understand and agree that this Agreement constitutes the entire and only agreement between you and us and supersedes all prior or contemporaneous written, oral or implied agreements, representations, warranties and understandings with respect to the Site and the subject matter of this Agreement.

3. Amendments to Agreement.

We may amend this Agreement at any time and from time to time for any reason, by providing you with notice of the changes. You agree that we may provide you with notices

about the Site, including notice of amendments to the Agreement, electronically by posting such notices or amended versions of the Agreement on the Site or by contacting you via the information you have provided to us. By accessing or using any part of the Site after we notify you of an amendment, you electronically consent to and accept the Agreement, as amended, which will then take effect without any further action by you or us. Any purported changes to the Agreement by any means other than those described in this Section 3 shall be void and without force or effect. You may always review the most current version of this Agreement by clicking on the “Terms of Service” links and the “Privacy Policy” link on the Site.

4. Privacy.

Our Privacy Policy, as it may be amended from time to time pursuant to Section 3 and as described therein, is a part of this Agreement. In the event of any conflict between the Privacy Policy and these Terms of Service, the Privacy Policy shall control. You must review the Privacy Policy by clicking on this link.

5. Intellectual Property.

This Agreement refers to the content on the Site, including all information, data, logos, marks, designs, graphics, pictures, sound files, documents, other files and materials, and their selection and arrangement, as “Company Content.” All Company Content and all software available on the Site or used to create and operate the Site is the property of the Company or its licensors and is protected by domestic and international copyright laws, and all rights to the Site, the Company Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Company.

6. Your Limited License to Company Content.

(a) The Company grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Site and to view, copy and print the portions of the Company Content available to you on the Site (the “License”).

(b) The License is subject to this Agreement and specifically conditioned upon your compliance with this Agreement, including without limitation, the following restrictions and prohibitions. You may not:

- print (except for the express limited purpose permitted in the first sentence of this paragraph), copy, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Company Content;
- use the Site or any Company Content or software obtained from the Site to develop, or as a component of, any information, storage and retrieval system,

database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;

- create compilations or derivative works of any Company Content;
- use any Company Content in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties;
- remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site;
- remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture;
- use any automatic or manual process to harvest information from the Site;
- use the Site for the purpose of gathering information for or transmitting (i) unsolicited commercial email; (ii) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (iii) unsolicited telephone calls or facsimile transmissions;
- use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; or
- export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

Any use of any portion of the Company Content not expressly authorized by this Section 6 or the separate written permission of its owner is strictly prohibited and will terminate the License, this Agreement and your permission to use the Site. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in this Agreement may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

(c) The Company may revoke the License at any time, in its sole and absolute discretion.

7. Linking to the Site.

You may provide links to the Site, provided that (i) you do not remove or obscure, by framing or otherwise, advertisements, links to these Terms of Service or the Privacy Policy, the copyright notice, or other notices on the Site, (ii) your site does not engage in illegal or pornographic activities, and (iii) you discontinue providing links to the Site immediately upon our request.

8. Registration.

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Each registration is for your personal use only and not on behalf of any other person or

entity. By registering, you represent, warrant and agree that you will not: (i) permit any other person to access or use the registered sections of the Site under your name and account; and (ii) permit any member of your family under the age of 18 to use your name and account to access or use the Site. You are responsible for preventing such unauthorized use, and you agree to accept all risks of unauthorized access to your registration data.

9. Errors, Corrections and Changes.

The Site, Company Content and services provided in connection therewith may contain bugs, errors, defects and other problems, limitations or harmful components, which may or may not be corrected, and the Company hereby disclaims liability for the same, and you release the Company from any claims or causes of action relating to such bugs, errors, defects, problems, limitations, and harmful components. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

10. Third Party Content.

Third party content may appear on the Site or may be accessible on third party websites via links from the Site. You understand that all third party content and third party websites represent solely the opinions, thoughts or beliefs of their author(s) and are neither endorsed by nor representative or reflective of the opinions, thoughts or beliefs of the Company. We are not responsible for and assume no liability for the content, accuracy or opinions expressed in any third party content, including without limitation any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of third party content on or accessible via links from the Site. If you decide to leave the Site by following a link to a third party website, you do so at your own risk.

11. Unlawful Activity.

We may investigate complaints or reported violations of this Agreement and reserve the right to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

12. Indemnification.

You agree to hold harmless, defend and indemnify us, and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") from any claim, suit or action arising from or related to your use of the Site, the Site and its components generally, the Site's functionality or lack thereof, and any bugs, errors, defects and other problems, limitations

or harmful components found on the Site, or violation of this Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs or attorneys' fees.

13. Assignment or Transfer of Your Rights.

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable. You may not assign this Agreement, in whole or in part, to any third party without our prior written consent. Any attempt by you to make a transfer or assignment in violation of this Section 13 shall be void and without force or effect.

14. Disclaimer of Representation and Warranties.

THE SITE, COMPANY CONTENT AND ALL SERVICES IN CONJUNCTION WITH THE SITE AND COMPANY CONTENT ARE PROVIDED "AS-IS," "AS AVAILABLE," AND WITH "ALL FAULTS." WHILE WE STRIVE TO PROVIDE ACCURATE AND CURRENT INFORMATION, WE MAKE NO REPRESENTATIONS ABOUT THE SITE, COMPANY CONTENT OR SERVICES, THEIR RESPECTIVE CONTENT, FUNCTIONS, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

15. Limitation of Liability.

THE COMPANY AND ITS AFFILIATED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION FINANCIAL LOSSES OR LOST PROFITS, REVENUES OR DATA, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE BREACH HEREOF, OR ARISING FROM OR RELATING TO THE SITE, COMPANY CONTENT OR SERVICES PROVIDED IN CONNECTION THEREWITH, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE COMPANY AND ITS AFFILIATED PARTIES, FOR ANY CLAIMS UNDER OR RELATING TO THIS AGREEMENT OR THE SITE, COMPANY CONTENT OR SERVICES, INCLUDING FOR ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED (IF ANY), SHALL NOT EXCEED \$100, WHICH AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US OR ANY AFFILIATED PARTY. IN ALL CASES, THE COMPANY AND ITS AFFILIATED PARTIES, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 15 IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS SET FORTH UNDER SECTION 12.

16. Legal Actions.

You agree that every cause of action by you with respect to the Site, Company Content (and/or any other information, products or services related to the Site or Company Content), the Company and/or any of its Affiliated Parties ("Claim") is subject to the limitations set forth in the Disclaimer and Limitation of Liability sections above. You further acknowledge, understand and agree that any Claim not filed by you within one (1) year after the date of the event, conduct or omission giving rise to such cause of action shall be, and hereby is, forever waived and the Company and all of its Affiliated Parties shall be, and hereby are, released from any and all liability in connection with such Claim.

17. Our Use of Information.

We reserve the right, and you authorize us, to use and assign and transfer consistent with our Privacy Policy all information regarding Site uses by you and all information provided to us by you in any manner. This Agreement and all incorporated agreements and your information may be assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger.

18. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Company Content.

19. Cancellation; Termination of Agreement.

You may your use of the Site at any time without notice to us. We may terminate your account and your use of the Site without prior notice to you: (i) if we believe in our sole discretion that you have violated or acted inconsistently with this Agreement or (ii) if we determine in our sole discretion to terminate the Site's availability or services to you or any other User.

20. Miscellaneous.

You and we are independent contractors, and nothing in this Agreement creates a joint venture, franchisor-franchisee, partnership, or agency relationship between you and us. This Agreement is binding upon and inures to the benefit of you and us and your and our respective heirs, personal representatives, successors and permitted assigns. There are no third-party beneficiaries of this Agreement. This Agreement shall be interpreted and applied as though it were executed and performed solely in Cincinnati, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to any choice or conflict of law principles that would cause the application of the laws of any other jurisdiction). Numbered captions and headings in this Agreement are inserted for convenience in locating its provisions and are not to be used in the interpretation or construction of this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. If any provision of this Agreement is held invalid or unenforceable, that provision shall be deemed amended to the minimum extent necessary to render such provision valid and

enforceable under applicable law and all other provisions shall remain in full force and effect as written. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall control. Our failure to enforce or delay in enforcing any provision of this Agreement shall not be deemed a waiver of that or any other provision or of our right to enforce all of the Agreement's provisions at that or any other time. Except as set forth elsewhere in this Agreement, the rights and remedies available to you or to us under this Agreement are cumulative and will not limit or eliminate any other rights or remedies that may be available.

21. Questions and Comments.

If you have any questions regarding this Agreement or your use of the Site, please contact us at:

- By email: info@BenefitsAllIn.com
- By visiting this page on our website: <https://benefitsallin.com/contact-us/>
- By phone number: 800-900-1943
- By mail: 8040 Hosbrook Rd, Suite 100, Cincinnati, OH 45236