



Beam Technologies Terms and Conditions of Use Agreement

April 2023

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Beam Technologies Terms and Conditions of Use Agreement

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Section 1: Contractual Relationship

This Terms and Conditions of Use Agreement (the "Agreement") is a legal agreement between you and Beam Technologies Inc., Beam Dental Insurance Services LLC, Beam Insurance Administrators LLC, Beam Insurance Services LLC, and Beam Perks LLC (collectively, "Beam" or "we," "our," or "us") governing your use of Beambenefits.com (the "Site") and the subdomain app.beambenefits.com website (collectively, the "Sites"). The Agreement explains the terms by which you may use our online services, mobile services, Beam Marketplace discounts, and other services provided on or in connection with the services we provide (collectively, "Services").

This Agreement applies to all visitors, users, and others who access the Sites, the Beam App (the "App"), or the Service, whether on behalf of a company or on their own individual behalf, including but not limited to: (i) employers themselves; (ii) individuals purchasing insurance products or insurance Services on behalf of their employers; (iii) individuals making benefits elections for themselves or their dependents, (iv) individuals viewing or accessing Beam Marketplace deals and offers, and (v) individuals otherwise using any aspect of the Services. The Terms and Conditions of Use contained herein shall survive in the event that you terminate your contract with Beam or terminate your web access.

YOUR USE OF THE SITES IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SITES. BY ACCESSING, USING, AND/OR VIEWING OUR SITE, YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST EXIT THE SITES.

We may revise the information on the Sites, make other changes, or update the Sites, including this Agreement, from time to time by posting the updated terms on the Sites. Changes will be effective upon Beam's posting of such updated terms at this location or the amended policies or supplemental terms on the applicable Sites. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically read this Agreement to see if there have been any changes to our policies that may affect you. Beam may also make improvements and/or changes in products and/or services described on the Sites, including, but not limited to, content, Beam Marketplace offers, hours of availability, equipment needed for access or use, or add new features at any time without notice. Your continued use of the Sites will signify your continued agreement to this Agreement as it may be revised.

By using our Sites, you acknowledge that you have read these terms and conditions of use and agree to them. You also acknowledge that this Agreement is supported by reasonable and valuable consideration, which includes your use and enjoyment of our Sites, Services, App, the content, materials, features, offers and discounts and any other services offered on them.

Section 2: Discount Products & Services

Your use of the Site may involve the opportunity for you to purchase special deals for the products and services of third party vendors and suppliers ("Beam Marketplace"). As a condition of purchase, we require your permission to send you administrative emails regarding your account activity, such as password resetting, responses to your inquiries and your purchases. We may also send you promotional email updates about products, services, and offers. You can opt-out of our promotional emails any time by clicking the unsubscribe link at the bottom of any of our promotional emails. By placing an order with respect to a specific Beam Marketplace you make an offer to purchase products or services you have selected based on standard restrictions, Beam Marketplace-specific restrictions, this Agreement and applicable law.

The primary account holder on your Beam policy is required to create an account in order to access or purchase any product or service from the Sites. An account is required in order to validate your Beam affiliation as well as to provide you with the ability to select deals, modify your preferences, and comply with applicable law.

As part of or in connection with creating your account and accessing Beam Marketplace and other material and information on the Site, you grant Beam permission to send you emails and forward your emails and any attachments to Beam affiliates, contractors, agents, consultants, and other their parties involved to communicate directly with you and assist you with your purchases and other administrative and promotional matters.

Information you make available to us when creating your account and using the Site is not protected by the privacy or security regulations under the Health Insurance Portability and Accountability Act of 1996. Your access to and use of the Site is conditioned on your voluntary grant of permission to our use of your information as described in this Agreement. Your revocation of authorization or permission under this Agreement will not affect any use or disclosure of your information by Beam prior to Beam's receipt of your revocation and Beam's response to your confirmation of such revocation the date on which Beam implements the change.



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Beam does not make any warranty to any user for the quality, safety, usability, or other aspect of any product or service for which a promotional code ("Promo Code") is redeemed or any coupons ("Coupon") used. Some services or products for which Promo Codes can be redeemed or Coupons used may cause bodily harm, and for such services or products, Beam does not assume any responsibility or liability. All users assume full responsibility and liability for his or her own actions in utilizing the services or products. See Section Limitations and Liability below for more information on this limitation of liability.

Each Promo Code and Coupon is subject to the terms and conditions of each respective vendor on the Beam Marketplace, ("Beam Marketplace Vendor."). The Beam Marketplace Vendor may be the only provider of its corresponding products or services using the Sites.

Section 3: Minors

Children under the age of thirteen (13) are prohibited from using the Sites. By using these Sites, you represent that you are over the age of 13. If you are a minor, please remember to ALWAYS check with your parent(s) or legal guardians before you send anything to Beam online or otherwise. Parent(s) or legal guardians who allow a minor child to access the Sites, the App, the Services, or information offered or through the Sites hereby agree that the parent(s) or legal guardian shall be solely responsible for:

- the online conduct of such minor;
- monitoring such minor's access to and use of the Sites; and
- the consequences of any use of the Sites by such minor.

If we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at support@beambenefits.com.

Section 4: Website Access; Prohibited Activities

If you choose to become a member of the Sites, you agree:

- that you will only register as a member with a true, valid email address for a parent or guardian;
- to let us know of any changes to such email address;
- not to use anyone else's email address to access the games and other interactive features of our Sites;
- to safeguard your screen name, password, and any email address you provide, and to take responsibility for all activity on the member account; and
- to notify us immediately if you find out that someone else is using your screen name, email address, or member account without your permission.

We do not guarantee that any information you provide will not be intercepted by a third-party during transmission over any public networks or otherwise. You bear the risk of communicating with us electronically, and we are not responsible for any resulting loss or damage.

The Sites contain software tools and databases that allow you to search and retrieve information. You may not gain unauthorized access to the Sites, to other users' accounts, names or Personal Information, or to other computers or websites connected or linked to the Sites. You may not send or otherwise transmit to or through the Sites: chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services.

You may use our Services and/or Sites for lawful purposes only. You may not:

- use our Services or Sites to post, transmit or otherwise distribute unlawful material. Examples of unlawful material include, but are not limited to, threats of physical harm, defamatory statements, pornographic material, and copyrighted, trademarked, and other proprietary material used without proper authorization;
- post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- "flood" or disrupt our Sites through any means or process such as launching or using any automated system, including but not limited to, "robots," "spiders," or "offline readers";
- misrepresent your identity or affiliation in any way;
- restrict, discourage or inhibit any person from using the Sites;
- disclose Personal Information about other individuals on or obtained from the Sites;
- collect information about users of the Sites;



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- reverse engineer, disassemble, or decompile, derive code or materials from, or capture any source, scripts, layouts, design, metadata, or other information accessible through our Sites (including, without limitation, data packets transmitted to and from our websites), or analyze, decipher, sniff, derive code or materials from any packet stream to or from our websites, or attempt any of the foregoing.

Also, you are responsible for all use of our Services and the Sites, with or without your consent, by yourself and others, which occurs by, through, or in connection with access to the Sites via your computer, mobile device, or any other electronic device that can access the Sites.

You expressly waive any legal rights you may have to do any of the foregoing, including any claim that such activities constitute "fair use" or are for "interoperability purposes" under the Digital Millennium Copyright Act.

Section 5: Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Sites, the App, and/or the Services. Your mobile networks data and messaging rates and fees may apply if you access or use the Sites and/or the App from a mobile device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Sites and the App and any updates thereto. Beam does not guarantee that the Sites and/or the App, or any portion thereof, will function on any particular hardware or devices. In addition, the objective is to make the Site accessible 24 hours per day, 7 days per week, however, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that the Site may be interrupted, suspended, or terminated from time to time.

Section 6: No Fees for this site

Beam does not charge you any fees for using its Sites or App, but you may incur charges from your online service provider and/or telephone or cable companies.

Section 7: Registration

You are not obligated to register with Beam in order to access the Site. However, certain sections and features of the Sites are available only to Beam members, brokers, providers and employers ("Registered Users"). If you are a Registered User, you agree to accurately maintain and update any information about yourself that you have provided to Beam. You also agree to promptly notify us of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Sites.

Any personal information you submit to our Sites as well as any non-personal information collected by our Site is governed by Beam's Privacy Policy (<https://www.beambenefits.com/legal/privacy-policy>).

Section 8: Copyright, Trademarks & Trade Dress

All content included on the Sites, including but not limited to, any text, graphics and interactive features and any trademarks, service marks, and logos contained therein (collectively, "Materials") are owned by or licensed to Beam, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions.

No Materials from the Sites may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without the written permission of Beam, except that you may use information purposely made available by Beam for downloading from the Sites, provided that you:

- keep intact all copyright and other proprietary notices;
- use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media;
- make no modifications to any such information; and
- do not make any additional representations or warranties relating to such information.

You may use HTML logos provided by Beam through our vendor services, SMS tools, promotional tools or affiliate programs without prior written consent for the purpose of directing web and SMS traffic to the Sites and App. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to Beam or display them in any manner that implies Beam's sponsorship or endorsement. You agree not to circumvent, disable, or otherwise interfere with security related features of the Sites or features that prevent or restrict use or copying of any Materials or content.



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Modification of any Materials or use of any Materials for any other purpose is a violation of the copyrights and other proprietary rights of Beam, or of other entities or persons where so indicated, unless Beam has provided said Materials for such express purpose. Permission for all other uses of Materials contained herein, including reproducing and distributing multiple copies or using Materials on any other website or networked computer or linking to any page at this Sites except the “home page” (<https://www.beambenefits.com/>), must be obtained from Beam otherwise, such use is prohibited. Requests for such authorization from Beam should be submitted via an email to support@beambenefits.com. All design rights, databases, and compilation and other intellectual property rights associated with the Sites, in each case whether registered or unregistered, and related goodwill, are proprietary to Beam.

Section 9: Mobile Software

You may view and modify your personal information through your account settings on your online or in-app account. You may not be able to modify or delete your information in all circumstances, as federal and state law may require that we maintain certain types of information for a set period of time. For instance, if you have a standing credit or debt on your account, or if we believe you have committed fraud or violated our Terms or Privacy Policy, we may seek to resolve the issue before deleting your information. Additionally, you may not be able to delete or modify certain information that your employer requires we maintain.

From time to time, we may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Software. We do not warrant that the Mobile Software will be compatible with your mobile device. You agree that you are solely responsible for any mobile data usage or other similar charges incurred by you in connection with the Mobile Software. Subject to the terms and conditions of this Agreement, Beam grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for the Beam accounts on one mobile device owned or leased solely by you and in accordance with the features made available to you. You may not:

- modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law;
- rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third-party or use the Mobile Software to provide time sharing or similar services for any third-party;
- make any copies of the Mobile Software;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or
- delete the copyright and other proprietary rights notices on the Mobile Software.

You acknowledge that Beam may from time-to-time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. Should you consent to such automatic upgrading on your mobile device, you agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party end user license agreement (EULA), if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Beam or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

Section 10: Third-Party Content & Links

As you view the Sites, certain content and services offered to you on the Site and via a link through this Site are served on websites hosted and operated by a third-party (“Third-Party Website”). If you use these links, you will leave the Sites. These linked Sites may make use of Beam proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos, and trade names) under license from Beam. Beam is not responsible for the availability or content of these other websites or for any viruses or other damaging elements encountered in linking to a Third-Party Website. In addition, providing links to these Third-Party Websites should not be interpreted as endorsement or approval by Beam of the organizations sponsoring such Third-Party Websites or their products or services. This Agreement does not apply to any other websites.

Once you click on a link to a Third-Party Website, and leave the Site, that Third-Party Website’s privacy policy and terms of use, rather than Beam’s Privacy Policy and Terms and Conditions of Use, govern your activities on that website. You should also be aware that some Third-Party Websites offer mobile apps that can be downloaded to a mobile device that would enable you to access Third-Party Website content directly on your mobile device. The use of such mobile apps may be governed by a privacy policy and/or terms of use that may be different from, or in addition to, the privacy policy and terms of use that govern the Third-Party Website. Beam does not endorse and is not responsible for the privacy practices of the Third-Party Websites or any mobile apps



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provided by any third-party. You should review the privacy policy and terms of use posted on the websites and mobile apps to understand how that Third-Party Website or mobile app collects, uses, and discloses your information. You can determine whether you are on a Third-Party Website if your browser shows a URL address that does not contain “beambenefits.com.”

Section 11: Disclaimer

The Site contains various types of information originating from ourselves or third-parties, including outside vendors, which provide goods and services. The Site provides information about health issues designed to help users make better decisions. Similarly, the Site provides information regarding the dental insurance industry.

AS A USER OF THE SITES, YOU ASSUME FULL RISK AND RESPONSIBILITY FOR ANY AND ALL USE OF THE SITES, INCLUDING THE INFORMATION PRESENTED ON THE SITES. THE SITES ARE INTENDED TO BE A GENERAL INFORMATION RESOURCE ONLY AND DOES NOT CONSTITUTE MEDICAL ADVICE AND IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE OR TREATMENT. YOU ARE RESPONSIBLE FOR SEEKING PROFESSIONAL MEDICAL ADVICE IF YOU HAVE ANY QUESTIONS ABOUT YOUR HEALTH OR A HEALTH CONDITION YOU AGREE TO HOLD BEAM AND ITS AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS RELATING TO YOUR USE OF, YOUR RELIANCE UPON, OR ERRORS OR OMISSIONS IN, INFORMATION FOUND ON THE SITES.

Section 12: Warranties

THE SERVICES, INFORMATION AND FUNCTIONS CONTAINED ON THE SITES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, CONCERNING OUR SERVICES OR THE ADEQUACY, ACCURACY OR COMPLETENESS OF THE INFORMATION OR SERVICES INCLUDED ON OUR SITES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM SERVICES, INFORMATION, OR MATERIALS. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED WEBSITE OR ANY LINKED LINK CONTAINED IN A LINKED WEBSITE EXCEPT TO THE EXTENT THAT SUCH WEBSITE OR LINK IS OWNED AND OPERATED BY BEAM OR ITS AFFILIATE(S).

Section 13: Limitation of Liability

Use of our Services and/or our Sites is at your own risk. We do not own or control other networks, websites, or hyperlinked websites outside of the Site, including the outside vendors accessed through the Site.

We have made reasonable efforts to validate that our lists of participating providers displayed are up to date and accurate. However, the continued participation of any one dentist, dentist office or other provider cannot be guaranteed. Please call the provider prior to scheduling an appointment to verify that the provider continues to be part of our network.

EXCEPT WHERE LAW PROVIDES OTHERWISE, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY HARM TO YOU OR OTHERS RESULTING FROM THE USE OF OUR SITES AND/OR THE PRODUCTS AND SERVICES PROVIDED THROUGH OUR SITES. THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICE, PRODUCT OR MERCHANDISE PROVIDED ON OR THROUGH THE SITE OR ANY THIRD PARTY SITE. THE SITE AND THE THIRD PARTY SITES ARE MADE ACCESSIBLE ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SERVICES, LOSS OF DATA, INTERRUPTION OR LOSS OF USE OF ANY EQUIPMENT, MENTAL ANGUISH, EMOTIONAL DISTRESS, OR INVASION OF PRIVACY, ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SITES AND/OR THE PRODUCTS AND SERVICES PROVIDED THROUGH OUR SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.



EXCEPT WHERE LAW PROVIDES OTHERWISE, WE ARE NOT RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF OUTSIDE VENDORS OR INFORMATION PROVIDERS, OR FOR PERFORMANCE (OR NON-PERFORMANCE) WITHIN OUTSIDE NETWORKS OR INTERCONNECTION POINTS BETWEEN OUR SITES AND OTHER NETWORKS AND/OR WEBSITES THAT ARE OPERATED BY THIRD-PARTIES. WE ALSO MAKE NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH OUR SITES, AND YOU AGREE AND ACKNOWLEDGE THAT AT TIMES YOUR ABILITY TO ACCESS OUR SITES MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH WE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ANY ACTION WE CONSIDER APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, WE CANNOT GUARANTEE THAT THEY WILL NOT OCCUR, AND ACCORDINGLY WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Section 14: Remedies

If you are dissatisfied with any of the content or materials on our Sites, or any services or information available through them, your sole and exclusive remedy is to discontinue accessing and using our Sites.

Without limiting any other rights and remedies available to us, we reserve the right, in our sole discretion and without prior notice, to end your access to our Sites or block your future access to our Sites for any reason. These remedies are in addition to any other remedies we may have at law or in equity.

Section 15: Breach

You hereby acknowledge that your breach of this Agreement may result in immediate and irreparable harm to Beam, for which there will be no adequate remedy at law, and that Beam shall be entitled to equitable relief to compel you to cease and desist all unauthorized use, evaluation and/or disclosure of information obtained through the Sites. Your breach of this Agreement may also entitle Beam to bring an action against you for any and all other remedies available at law or in equity.

Section 16: Entire Agreement

This Agreement, together with any amendments and any additional agreements you may enter into with Beam in connection with the Service and/or the Sites, shall constitute the entire agreement between you and Beam concerning the Service and/or the Sites.

Section 17: Force Majeure

We will not be deemed to be in breach of these terms of use or our Privacy Policy due to any event or circumstance beyond our reasonable control, including without limitation, war, invasion, failures of any public networks, electrical shortages, terrorist attacks, and earthquakes and other acts of God. We are not responsible for any loss, delay, or damage due to such events or circumstances.

Section 18: Indemnification

You agree to defend, indemnify and hold Beam and its directors, officers, employees, agents, affiliates and successors harmless from and against any and all claims, demands, liabilities, judgments, losses, damages, costs, fees and expenses (including but not limited to reasonable attorneys' fees) arising from or relating to your use of the Services and/or the Sites or your acts or omissions, including but not limited to:

- infringement or misappropriation of any intellectual property rights;
- defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity;
- spamming, or any other offensive, harassing or illegal conduct or violation of this Agreement; or
- any damage or destruction to our Sites, to us, or to other persons or parties.

Section 19: Termination & Investigation

Beam expressly reserves the right, in its sole discretion, to terminate your <https://www.beambenefits.com/> and/or your app.beambenefits.com/ account due to any act that would constitute a violation of this Agreement.

We reserve the right to investigate suspected violations of this Agreement. If we become aware of possible violations, we may initiate an investigation that may include gathering information from you, and an examination of other material. We may suspend the provision of our Services temporarily, or we may permanently remove the material involved from our servers, provide warnings to you, or suspend or terminate your access to our Services. We will determine what action will be taken in response to a violation on a case-by-case basis, and at our sole discretion. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers.



Section 20: Jurisdiction

This Agreement, and the rights and obligations of you and Beam hereunder, shall be governed by, and construed in accordance with, the laws of the State of Ohio. Except where applicable law requires a different dispute resolution process, you further agree that any legal action or proceeding between you and Beam arising out of or relating to this Agreement or your use of the Services or the Sites shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Columbus, Ohio, and you hereby expressly and irrevocably consent to the jurisdiction and venue of such courts.

Section 21: No Waiver; Severability

A waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any repetition of such breach or in any manner affect any other terms or conditions of this Agreement. In the event that any provision of this Agreement is held to be unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that is the closest to the intention underlying the unenforceable provision.

Section 22: Assignability

We may assign our rights and delegate our duties under this Agreement either in whole or in part at any time, at our sole discretion, and without your consent. You may not assign, sublicense or otherwise transfer your rights or obligations, in whole or in part, under this Agreement to anyone else.

Section 23: Third-Party Content

Each of the Beam Marketplace is a distributor (and not a publisher) of content supplied by individual Beam Marketplace Vendors and other third parties and users. Beam has no editorial control over such content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by individual Beam Marketplace Vendors and other third parties, including information providers or any other users are those of the respective author(s) or distributors, and not of Beam. Beam, nor any third-party provider of information, guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. In many instances, the content available through the Site represents the opinions and judgments of the respective information provider, users, or other user not under contract with Beam, and does not endorse or is responsible for the accuracy or reliability of any opinion, advice, or statement made on the Site by anyone other than authorized Beam Marketplace employee spokespersons while acting in official capacities. Under no circumstances will Beam be liable for any loss or damage caused by a user's reliance on content obtained on or through the Site or Third Party Sites. It is the responsibility of each user to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc. or other content available through the Site and Third Party Sites. The Site contains links to third party websites maintained by individual Beam Marketplace Vendor and other content providers. These links are provided solely as a convenience to you and not as an endorsement by Beam of the content on such individual Beam Marketplace Vendor and other Third-Party Sites and Beam hereby expressly disclaims any representations regarding the content or accuracy of materials on such individual Beam Marketplace Vendors and Third-Party Sites. If you decide to access linked individual Beam Marketplace Vendor or other Third-Party Sites, you do so at your own risk.

Unless you have executed a written agreement with Beam expressly permitting you to do so, you may not provide a hyperlink to the Site from any other website. Beam reserves the right to revoke its consent to any link at any time at its sole discretion.

Section 24: No solicitation or offer

Portions of the Site may be designed to provide general information about Beam and its respective health care insurance products and services. Information on the Site is NOT intended to constitute an offer to sell or a solicitation or an endorsement of any particular health care insurance product or service of Beam. Some health care insurance products and/or services may not be available in all states and in many instances may be offered only through employers.

Section 25: Terms of Sale

You are required to create an account on the Beam Marketplace Site to obtain any Promo Code or Coupon for products or services available on the Beam Marketplace Vendor Sites. Any Promo Code or Coupon you obtain may be redeemed or used for a product or service offered by a Beam Marketplace Vendor. The specific Beam Marketplace Vendor, not Beam, is the provider of the identified products or services. Such Beam Marketplace Vendor is solely responsible for redeeming or honoring any Promo Code or Coupon that you obtain on or through the Site. Each Beam Marketplace deal has specific terms associated with it, which will be presented to you at the time you commit to purchase the particular deal on the Beam Marketplace Vendor Site. Deal specific terms supersede any inconsistent terms in this Agreement, except to the extent such terms are prohibited by applicable law.



Section 26: Terms and Conditions of Beam Marketplace Vendor Promo Codes & Coupons

Promo Codes may be redeemed and Coupons may be used only for products or services sold by Beam Marketplace Vendors. The issuing of a refund or credit is at the sole discretion of the applicable Beam Marketplace Vendor, unless otherwise required by law. Promo Codes and Coupons cannot be combined with any other promo codes, third party certificates, coupons, discounts, deals, or promotions, unless otherwise specified by the Beam Marketplace Vendor or applicable law. The Beam Marketplace Vendor is the issuer of the Promo Code or Coupon. As issuer of the Promo Code or Coupon, the Beam Marketplace Vendor shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities, and costs suffered by a customer or other third party as a result of or caused by the applicable Beam Marketplace Vendor or its products and services, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Promo Code or Coupons. By purchasing a Beam Marketplace Deal, you acquire the right to use the Promo Code or Coupon issued by the Beam Marketplace Vendor, provided you use the Promo Code or Coupon in accordance with its terms and conditions, this Agreement, and applicable law. Whether you choose to redeem a Promo Code or use a Coupon is within your sole control and at your sole discretion.

Section 27: Miscellaneous

This Agreement and any operating rules for Promo Codes and Coupons established by Beam constitute the entire agreement of the parties with respect to the subject matter hereof. In addition, portions of the Site may have other or additional terms and conditions. In the event of a conflict between these Terms of Use and other or additional terms and conditions specifically referenced in another portion of the Site, the other and additional terms and conditions shall control with respect to the specific other portion of the Site to which such terms and conditions are directed and applicable. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

Except as specifically stated in this Agreement (if at all), there are no third-party beneficiaries of this Agreement. You may not assign this Agreement or your rights and obligations hereunder, in whole or in part, to any third party without Beam's prior written consent, and any attempt by you to do so will be invalid. Should any section of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of this Agreement will not be considered a waiver of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.