

MetLife Terms of Use  
(these "Terms of Use")

To all users of this website:

Definitions. For purposes of these Terms of Use:

- "MetLife" means Metropolitan Life Insurance Company and its applicable subsidiaries and affiliates including, but not limited to Metropolitan Property and Casualty Insurance Company, SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Hyatt Legal Plans, Inc.
- "MetLife Benefits" means benefits insured by MetLife, benefits provided by SafeGuard Health Plans, Inc., and non-insured benefits for which administrative services only are provided by MetLife.
- "Web Site" means the web pages on this web site administered by Benefitfocus.com, Inc. ("Benefitfocus") for the purpose of enrollment for MetLife Benefits and Non-MetLife Benefits. This Web Site does not include any web sites or web pages linked to or framed by this Web Site which are not MetLife web sites or web pages. Linked or framed MetLife web sites or web pages are a part of this Web Site, provided however that such web sites or web pages may have additional or different terms of use which are applicable to your use of such MetLife web sites or web pages.
- "Employer" means the employer and / or other sponsor of the benefit plan or program in which you participate and under which you are able to enroll for benefits on this Web Site.
- "Non-MetLife Benefits" means any and all benefits for which you are able to enroll through this Web Site but which are not insured or administered by MetLife.
- "Enrollment" (and related terms such as "enroll") means that you apply and provide all information in order to be covered for benefits. Enrollment on this Web Site does not guaranty coverage for MetLife Benefits.
- "You" means authorized users of this Web Site.

Web Site Use and Enrollment for Non-MetLife Benefits

If any of the benefits for which you are able to use this Web Site and / or enroll on this Web Site are Non-MetLife Benefits, MetLife has no responsibility whatsoever for such Non-MetLife Benefits nor for such use of or enrollment for Non-MetLife Benefits on this Web Site. Benefitfocus Terms of Use.

With respect to any enrollment for or any use of this Web Site for Non-MetLife Benefits the Benefitfocus Terms of Use govern. In the event of any conflict with the Benefitfocus Terms of Use these Terms of Use control.

Authorized access and use only.

Only those employees and other individuals authorized by MetLife and/or by Employers are permitted to access and use this Web Site. Users must maintain in strictest confidence and not improperly use or disclose any private or other confidential information of MetLife, any Employer, or any other person. MetLife is not liable for any loss arising out of any unauthorized access to or use of this Web Site by any person.

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Web Site materials are not advice.

The materials on this Web Site are not a substitute for obtaining legal, tax or other professional advice from your advisors. By making this Web Site available to you, MetLife is not engaged in rendering any such professional advice.

Links to other web sites.

Please be aware that this Web Site contains links to web sites of third parties who are not affiliated with MetLife. Certain Employers have arranged to provide their employees and other authorized individuals with access to web sites of third party vendors or providers of information ("Vendor Web Sites"). Vendor Web Sites generally provide information about, or make available financial, insurance or similar products and services. Any links from this Web Site to Vendor Web Sites and any framing of Vendor Web Sites are provided for the convenience of the users of this Web Site. However, the contents of such Vendor Web Sites and any other linked or framed non-MetLife web sites are under the control of third parties and MetLife does not sponsor or operate those web sites, nor is MetLife affiliated with the owners of those web sites, nor does MetLife sponsor, insure or produce any non-MetLife products or services or Non-MetLife Benefits that may be referred to on such Vendor Web Sites.

MetLife reserves the right to terminate a link to any web site at any time.

#### Security.

MetLife uses no encryption (data scrambling) on certain portions of our Web Site, and up to 128-bit encryption on other portions of this Web Site. Any security measures provided on this Web Site, for example, those to help protect privacy or for other purposes, are for use of this Web Site and not for use of other web sites even if linked to or framed by this Web Site. In addition, the types of security measures may vary from one part of this Web Site to another.

MetLife cannot protect all electronic mail correspondence (e-mail) sent to or from MetLife in connection with this Web Site. In addition, your Employer, internet service provider, or other parties, may have their own security policies and procedures respecting (a) e-mail delivered on or through their e-mail systems; and/or, (b) other matters which impact your use of this Web Site. You should contact MetLife customer service if you have questions about security on this Web Site. You may also want to contact your Employer, internet service provider or other appropriate parties if you have questions about their security practices.

#### Availability of MetLife Benefits.

The information on this Web Site regarding MetLife Benefits pertains only to the United States unless expressly stated. MetLife Benefits described on this Web Site are generally unavailable outside the United States and not all MetLife Benefits are available in all states.

#### Copying and linking to this Web Site.

The content of this Web Site is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, this content is protected by trademark laws, the laws of privacy and publicity, and communication regulations and statutes. You are not authorized to post on or transmit to or from this Web Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law. You may copy information contained in this Web Site as expressly provided for on the Web Site and for your personal use only, but you may not reproduce or distribute the text or graphics to others or substantially copy the information. If you are a MetLife customer and wish to link your web site to this Web Site, please contact your MetLife representatives for instructions.

#### Applicable terms and conditions.

You are authorized to use this Web Site only in accordance with (a) the terms and conditions of these Terms of Use and any other terms of use if specified in these Terms of Use, (b) all other applicable notices from MetLife, (c) any applicable authorizations, agreements, and applications provided by MetLife, and, (d) all applicable laws. Such laws may include but are not limited to those relating to electronic signatures, records and transactions, privacy and confidentiality, discrimination, insurance, and the Employer Retirement Income Security Act of 1974, as amended (ERISA).

Other applicable notices are located on the MetLife web site at <http://www.metlife.com/legal>, however, that if there is any conflict, the present Terms of Use are controlling for this Web Site only. Within this Web Site there may be notices on a web page which are intended to specifically apply to an affiliate of Metropolitan Life Insurance Company ("Affiliate Notice"). In the event of any conflict with these Terms of Use, such Affiliate Notice is controlling.

Benefit plan documents, insurance policies and certificates.

The content of this Web Site is provided for your information and convenience. If you are covered or become covered for MetLife Benefits, the terms and conditions of your coverage are determined by the applicable benefit plan documents and/or MetLife insurance policy, contract, certificate, or other governing MetLife documents. In the event of any conflict with the content of this Web Site, the applicable benefit plan or MetLife documents shall be controlling. You can obtain copies or instructions on how to obtain copies of those documents from MetLife or your Employer.

Other channels or sources.

The content and functions available on this Web Site may also be available through other channels or sources. [If you want more information about this you may contact MetLife Customer Service at 877-9METWEB . or you may contact your Employer or review applicable benefit plan or insurance documents.

Liability.

Under no circumstances shall MetLife be liable for any direct or indirect, special, incidental or consequential damages that may arise from your use of, or inability to use, this web site. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, the liability of MetLife is limited to the greatest extent permitted by law. MetLife is not acting as your agent in connection with your use of this Web Site.

This web site content is provided "as is" and without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Some information on Web Site not up to date.

Some information on this Web Site may not be up to date. If you have questions about how current the information is or about specific information on the Web Site, please call your Employer or call MetLife Customer Service at 877-9METWEB.

Metropolitan Life Insurance Company, NAIC Company Code Number 65978, is licensed to do insurance business in all fifty states, the District of Columbia, Guam, The Northern Mariana Islands, Puerto Rico, and the Virgin Islands. Metropolitan Life Insurance Company is a domiciliary of, and has its principal place of business in, the State of New York.

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#### BENEFITFOCUS® TERMS OF SERVICE FOR ONLINE EMPLOYEE BENEFIT SERVICES

Thank you for utilizing the online benefit services ("Services") provided under a license from Benefitfocus.com, Inc. (referred to as "Benefitfocus," "we," "our," or "us") on this website. Please review these Terms of Service ("Terms of Service") thoroughly. These Terms of Service are a legal document governing your use of the Services. If you do not agree to these terms, then do not use the Services.

1. TERMS OF SERVICE. These Terms of Service describe the terms governing your use of the Services provided to you through this website, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- a. The Benefitfocus Privacy Statement available on this website or provided to you in the documentation for the Benefitfocus services you have selected.
- b. Additional conditions for the Services that you have selected, which may include those from your employer, insurance company, insurance broker, or other third party administrator.
- c. Any terms provided separately to you for the Services, including for example, ordering and activation, implementation, and pricing & payment terms, if applicable, for the Services.
- d. Certain terms and conditions herein may be superseded as between Benefitfocus and the party that has arranged for your access to the Services. To the extent applicable, those terms shall be governed by those agreements, and may supersede the terms contained herein. In addition, if you are using the Services on behalf of the party that has arranged access to the Services, then your use of the Services is subject, in addition to this Benefitfocus Terms of Use, to all of the terms and conditions of the Client Services Agreement which that party has entered into.
- e. You agree that Benefitfocus is not acting as your agent or fiduciary in connection with your use of the Software or any Services.

#### 2. LICENSE GRANT AND RESTRICTIONS.

- a. The Services are protected by copyright, trade secret, patent and other intellectual property laws. You are only granted the right to use the Services, and Benefitfocus reserves all rights of ownership in the Services not expressly granted to you. As long as you comply with these Terms of Service, Benefitfocus grants to you a personal, limited, nonexclusive, nontransferable license to use the Services that is valid only for the period of use provided in any ordering and activation terms. In addition, your right to use the Services is only for the purposes described by Benefitfocus on this website.
- b. You agree not to use the Services or Content on this website in a manner that violates any applicable law, regulation or these Terms of Service. For example, (and not as an exhaustive list of examples) unless authorized by Benefitfocus in writing, you agree you will not:
  - i. Provide access to or give any part of the Services to any third party.
  - ii. Modify, disrupt or interfere with the Services, supporting servers, or networks either manually or through the use of scripts, viruses, or worms.
  - iii. Reproduce, duplicate, copy, deconstruct, sell, trade or resell the Services.
  - iv. Attempt to access any other Benefitfocus systems that are not part of these Services.
  - v. Excessively overload the Benefitfocus systems used to provide the Services.
- c. If you violate any of these terms, your right to use the Services automatically terminates.

### 3.YOUR PRIVACY AND PERSONAL INFORMATION.

You can view Benefitfocus' Privacy Statement on the website, or via a link on the website for the Services you have selected. You agree to be bound by the applicable Benefitfocus Privacy Statement, subject to change in accordance with its terms.

### 4.CONTENT.

a.You are responsible for your Content. You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through your use of the Services. You grant Benefitfocus a worldwide, royalty-free, non-exclusive license to host and use the Content in order to provide you with the Services. You agree not use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. You are encouraged to archive your Content regularly and frequently. You are responsible for any Content that may be lost or unrecoverable through your use of the Services. You must provide all required and appropriate warnings, information and disclosure. You agree that you will not use the Services to share, store, or in any way distribute personal data that is not in accordance with the law. Any users suspected of having information which may be proscribed by law may have their accounts terminated, their data sequestered, and they also may be reported to law enforcement officials in the appropriate jurisdictions. Other than as described herein, Benefitfocus is under no obligation to ratify or approve the type or quality of the Content or other data you submit on the website.

b.You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

i.Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

ii.Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);

iii.Except as otherwise expressly permitted by Benefitfocus, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding; iv) Virus, trojan horse, worm or other disruptive or harmful software or data; and

iv.Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.

c.Forums.

i.The Services may include a forum to post or exchange information with other users of the Services. Please use respect when you interact with other users. Benefitfocus does not support and is not responsible for the accuracy of others Content in these forums. Do not reveal information in the forum that you do not want to make public. Exercise your judgment in evaluating and acting on (or ignoring) Content posted in forums. Remember, due to the anonymous nature of the Internet, other users may not be who they say they are, know what they say they know or be affiliated with whom they say they are affiliated.

ii. Benefitfocus may freely use feedback you provide. You agree that Benefitfocus may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Benefitfocus a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Benefitfocus in any way.

iii. Benefitfocus may, but has no obligation to, monitor Content provided by users in any community services. We may disclose the limited amount of information necessary or appropriate to satisfy our legal obligations, protect Benefitfocus or its customers, or operate the Services properly. Benefitfocus, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate or in violation of these Terms of Service.

#### 5. ADDITIONAL ITEMS YOU AGREE TO.

a. Benefitfocus does not give professional advice. Benefitfocus is not in the business of providing legal, financial, accounting, health care, insurance, benefit, retirement, or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

b. We may tell you about other Benefitfocus services. When using the Services you may be informed of other services, features, products, applications, online communities, or promotions provided by Benefitfocus ("Additional Benefitfocus Services"). If you decide to use any of the Benefitfocus Services, additional terms and conditions and separate fees may apply.

c. Communications choices. Benefitfocus may be required by law to send you communications about the Services. You agree that Benefitfocus may send these communications to you via email or by posting them on one of our sponsored websites.

d. You will track your passwords and accept updates to the Service. You are responsible for securely managing your password(s) for access to the Services. If you become aware of any unauthorized access to your Services account, theft or loss of your password, you agree to contact Benefitfocus as soon as possible.

e. Additionally, the Services may periodically be updated with tools, utilities, improvements, third party applications or general updates to improve and enhance the features and performance of the Services. You agree to receive these updates automatically as part of the Services.

f. Benefitfocus shall not be liable for any default or delay in the performance of its obligations under these Terms of Service to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures, or governmental action.

#### 6. DISCLAIMER OF WARRANTIES.

BENEFITFOCUS WILL NOT AUDIT OR OTHERWISE VERIFY ANY INFORMATION YOU PROVIDE AND IS NOT RESPONSIBLE FOR ANY INSURANCE COVERAGE OR CHANGES THERETO, OR ANY BENEFITS THEREUNDER, OR ANY CLAIMS, PAID OR DENIED, OR ANY PENALTIES OR INTEREST RELATED THERETO. THE USE OF THE SOFTWARE SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK, AND EXCEPT AS DESCRIBED IN THESE TERMS OF SERVICE, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BENEFITFOCUS, AND ITS THIRD PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS

(COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SOFTWARE SERVICES. BENEFITFOCUS DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. BENEFITFOCUS SPECIFICALLY DISCLAIMS AND DENIES THAT BENEFITFOCUS IS ANY MANNER ACTING AS, OR AGREES TO WARRANT ANY COMPLIANCE WITH EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR OTHERWISE THAT BENEFITFOCUS IS A FIDUCIARY, TRUSTEE, 'ADMINISTRATOR' OR 'NAMED FIDUCIARY' UNDER ANY CLIENT OR CLIENT ADMINISTERED, AUTHORIZED USER EMPLOYEE BENEFIT PLAN.

#### 7.LIMITATION OF LIABILITY.

a.TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF BENEFITFOCUS AND ANY OTHER SUPPLIER OF THESE SERVICES TO YOU FOR ALL MATTERS OR CLAIMS RELATING TO THESE TERMS OF SERVICE SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, BENEFITFOCUS IS NOT LIABLE FOR ANY OF THE FOLLOWING:

- i.INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES;
- ii.DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET BENEFITFOCUS SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF BENEFITFOCUS AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 8.CHANGES TO THESE TERMS OF SERVICE OR THE SERVICES.

We may change these Terms of Service from time to time to reflect changes in the way we provide or you receive these Services, and the changes will be effective when posted on our website or when we notify you by other means. Please review these Terms of Service periodically on this website for changes. We have the right to change any of the terms of these Terms of Service upon reasonable notice to you. Your continued use of the Services after Benefitfocus posts or otherwise notifies you of any changes indicates your agreement to the changes.

#### 9.TERMINATION.

Benefitfocus may immediately and without notice terminate these Terms of Service or suspend the Services provided to you if you fail to comply with these terms or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Services. Any termination of these Terms of Service shall not affect Benefitfocus' rights to any



payments due to it. Benefitfocus may terminate a free account at any time. Other requirements regarding termination or cancellation of the Services may apply based on the specific terms for the Services provided to you by Benefitfocus or other Third Parties.

#### 10.EXPORT RESTRICTIONS.

You acknowledge that this website, the Services and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations and will not export or re-export the Services, or any part of the Services, in violation of these laws and regulations, directly or indirectly.

#### 11.HELP AND SUPPORT.

Benefitfocus may use a variety of methods (e.g., in-product, Internet, e-mail, chat, fax and phone) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, which may require the payment of an additional fee, are subject to change as announced by Benefitfocus from time to time.

#### 12.USER ID AND PASSWORD SECURITY.

You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password, except if you choose to provide that information to Benefitfocus' authorized technical support personnel to assist you. You are responsible for the use of the Services under your user ID.

#### 13.PRIVACY OF PERSONAL INFORMATION.

- a.Benefitfocus does not retain your personal information except as necessary to provide services to you, or to service your benefits with your applicable broker, insurer or employer as necessary, and as permitted by law. We may collect your personal information, solely to pass it along to the appropriate insurer, broker or employer as necessary. We do not otherwise collect your personal information except that which your benefit provider asks you to provide to us.
- b.You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer.

#### 14.MISCELLANEOUS.

- a.Except as may be limited by Section 1(d), these Terms of Service are the entire agreement between you and Benefitfocus and replace all prior understandings, communications and agreements, oral or written, regarding its subject matter. These Terms of Service set forth the entire liability of Benefitfocus, its corporate affiliates and your exclusive remedy with respect to the Services and its use. If any court of law, having the jurisdiction, rules that any part of these Terms of Service are invalid, that section will be removed without affecting the remainder of the Terms of Service. The remaining terms will be valid and enforceable. The United Nations

Convention on Contracts for the International Sale of Goods does not apply to these Terms of Service.

b. South Carolina state law governs these Terms of Service without regard to its conflicts of laws provisions. To resolve any legal dispute arising from these Terms of Service, you and Benefitfocus agree to the exclusive jurisdiction of state courts in Charleston County, South Carolina, U.S.A. or federal court for the District of South Carolina.

c. Any translation of these Terms of Service is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of the Terms of Service shall govern. The parties hereby confirm that they have requested that the Terms of Service and all related documents be drafted in English.

d. You cannot assign or transfer ownership of these Terms of Service to anyone without the prior written approval of Benefitfocus. However, Benefitfocus may assign or transfer it without your consent to (a) a parent company or Benefitfocus direct or indirect subsidiary, (b) another company through a sale of assets by Benefitfocus or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of these Terms of Services or if your company is acquired by or merged into another company, contact Benefitfocus.

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