

Work Comp Saver Terms of Service

The Work Comp Saver Services are offered to you as the “Client,” subject to your acceptance, without modification, of these Terms of Service and any future modifications thereof, and procedures that may be published from time to time or made available to Client on or through the Work Comp Saver Services. When the Work Comp Saver Services are used by a Client, these Terms form a legally binding contract between Client and Work Comp Saver. If you are entering into these Terms on behalf of an entity, such as your employer, or the company you work for, you represent and warrant that you have the legal authority to represent and bind such Client, in which case the terms “you,” “your,” “customer,” or a related capitalized term herein will refer to such Client.

IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY’S EMAIL ADDRESS IN REGISTERING FOR THE WORK COMP SAVER SERVICES, PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE AND/OR AGENT OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE).

The Terms is a contract that governs Client’s use of the Work Comp Saver Services and consists of the following:

- **Master Terms**
- **Data Processing Addendum (DPA)**
- **Privacy Notice**

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE WORK COMP SAVER SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE WORK COMP SAVER SERVICES.

THIS AGREEMENT IS SUBJECT TO AN ARBITRATION PROVISION THAT APPLIES TO THE SUBSCRIPTION TO OR USE OF WORK COMP SAVER’S SERVICES. THAT ARBITRATION PROVISION CAN BE FOUND AT SECTION 14.2 BELOW. THE ARBITRATION PROVISION APPLIES TO WORK COMP SAVER CLIENTS OR SUBSCRIBERS AND DOES NOT ENCOMPASS DISPUTES BETWEEN WORK COMP SAVER AND PERSONS MERELY BROWSING WORK COMP SAVER’S WEBSITE. If you do not agree to arbitrate disputes with Work Comp Saver, then do not use, subscribe to, or purchase, Work Comp Saver’s Services or products.

MASTER TERMS

1. Definitions

“Account” means the primary means for accessing and using the Work Comp Saver Services, subject to payment of a Fee designated in the selected Plan.

“Administrator” means a User(s) of an Account which the Client has granted a special authorization to manage the Client Account.

“Affiliates” means any legal entity that controls or owns more than 50% of such entity’s outstanding shares or securities, is controlled by, or under common control with a party.

“Beta Service” means any functionality of Work Comp Saver Services that is in development or has not been commercially released as a final product and which Work Comp Saver has made available to Client for testing and evaluation.

“Client” means a natural or legal person or entity who has accepted these Terms with Work Comp Saver by using the Work Comp Saver Services.

“Client Data” means data and documents of any kind (images, spreadsheets, text files, etc.) and any other digital data and information, which is subject to the Platform, or otherwise inserted into the Platform by the Client and for which Work Comp Saver is a “processor” (as defined in the Privacy Notice). Client Data shall not contain Sensitive Information.

“Content” means any data and information available through Work Comp Saver Services or contained within the structure of the Work Comp Saver Services, including but not limited to, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any comments.

“Credentials” means all usernames, passwords, and other access credentials created by or assigned to Client and each of its designated Users for use of the Work Comp Saver Services.

“Data Processing Addendum” or **“DPA”** means the agreement, as set forth at [\[https://workcompsaver.com/assets/Data-Processing-Addendum-Sept_2024-for-signature.pdf\]](https://workcompsaver.com/assets/Data-Processing-Addendum-Sept_2024-for-signature.pdf), which explains how Work Comp Saver processes Client Data.

“Feature” means a function or set of functions providing a particular capability within the Work Comp Saver Services as determined by Work Comp Saver.

“Fee” means Client’s payment amount for using the Work Comp Saver Services via an activated Account.

“Feedback” means any comment, bug report, feedback, suggestion or modification for the Work Comp Saver Services which Client or a User provides to Work Comp Saver.

“Free Trial” means temporary access for the purposes of trying out any part of the Work Comp Saver Services or Features in accordance with any selected Plan without paying a Fee.

“Master Terms” means these core legal and commercial terms that apply to Client’s use of Work Comp Saver Services.

“Non-Work Comp Saver Application” means a web-based, mobile, offline or other software application functionality that interoperates with the Work Comp Saver Services, that is provided by Client or a third party. Non-Work Comp Saver Applications, other than those obtained or provided by Client, will be identifiable as such.

“Plan” means various criteria related to the use and functionality and cost of a particular Work Comp Saver Service and on which the Fee is based.

“Plan Term” means the period of the Client’s use of the Work Comp Saver Services commencing on the date of payment of the corresponding Fee for the associated Plan and concluding on the date of expiration of the Plan.

“Platform” means the Work Comp Saver application, including any associated Features.

“Privacy Notice” means the notice, as set forth at <https://WorkCompSaver.com/privacy>, which describes how Work Comp Saver collects, receives, uses, stores, shares, transfers, and processes Client Data in connection with Client’s use of the Work Comp Saver Services. It also describes Client’s choices regarding use, as well as Client’s rights of access to and correction of its Client Data.

“Renewal Date” means the date the Client’s Plan will automatically renew on an annual or monthly basis depending on the Client’s Plan.

“Reseller” means a third-party entity that (i) purchases Work Comp Saver Services from Work Comp Saver and resells such Work Comp Saver Services to Clients, (ii) bills such Clients directly and (iii) provides such Clients with customer service related to the Work Comp Saver Services.

“Sensitive Information” means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of

“special categories of data” under GDPR or any other applicable law relating to privacy and data protection.

“**Sub-processor**” means any third party which Work Comp Saver uses in the provision of Work Comp Saver Services.

“**Terms**” means these Terms of Service and consists of the Master Terms, the DPA and the Privacy Notice.

“**Seat**” means a single license to access the Account on which the Fee is based and which can be assigned to a User.

“**User**” means an entity or individual granted with the authorized rights and privileges to use the Account on behalf of Client.

“**Web Site**” means the compilation of all web documents (including images, php and html files) made available via www.WorkCompSaver.com, its subdomains or domains with identical names under other top domains and owned by Work Comp Saver.

“**Work Comp Saver**” means Work Comp Saver LLC or any other of its Affiliates.

“**Work Comp Saver Materials**” means the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the Content, code, data, and all other elements of the Work Comp Saver Services.

“**Work Comp Saver Services**” means the Web Site, Content, Work Comp Saver Materials, Platform and all other content, services and/or products, and Features, available on or through the Platform.

2. MODIFICATIONS TO TERMS

Work Comp Saver reserves the right, at its sole discretion, to change, modify, add, or remove any portions of the Terms from time to time. Notification of such modifications may be posted on or through the Platform or the Work Comp Saver Services. Client’s continued use of the Work Comp Saver Services constitutes its acceptance of these Terms and any modifications as they arise.

3. WORK COMP SAVER SERVICES

3.1 Use of the Work Comp Saver Services

Subject to these Terms, and the payment of the applicable Fee, Work Comp Saver grants Client and its Users a non-exclusive, non-transferable, non-sublicensable license to use the Work Comp Saver Services to:

- (a) collect, store and organize Client Data;

- (b) modify and delete Client Data; and
- (c) customize the standard Features or functionality of the Work Comp Saver Services.

3.2 Modifications to Work Comp Saver Services

Work Comp Saver reserves the right to modify the Work Comp Saver Services or any part or element thereof from time to time without prior notice, including without limitation:

- (a) rebranding, repackaging or repricing (including any adjustments to current Fees which will be applicable at the next Plan renewal date) the Work Comp Saver Services at its sole discretion;
- (b) ceasing providing or discontinuing the development of any particular Work Comp Saver Service, Feature or part or element of the Platform, temporarily or permanently;
- (c) taking such action as is necessary to preserve Work Comp Saver's rights upon any use of the Work Comp Saver Services that may be reasonably interpreted as violation of Work Comp Saver's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of such modifications when logging in to the Account.

If the Client does not accept a modification, Client shall notify Work Comp Saver or Reseller (if Client purchased access to the Work Comp Saver Services from a Reseller) before the effective date of the modification, and Client's Account will terminate on the effective date of the modification. However, Client's continued use of the Work Comp Saver Services, or any part or element thereof, after the effective date of a modification shall indicate Client's consent to the modifications. Work Comp Saver shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Work Comp Saver Services, or any part or element thereof.

3.3 Credentials

Client is responsible for maintaining the confidentiality of all Credentials and is solely responsible for all activities that occur with such Credentials. These Credentials must not be shared or used by anyone other than the authorized User but may be reassigned to a new User replacing a former User who has terminated employment (or otherwise changed job function) and who no longer uses Work Comp Saver Services. Work Comp Saver reserves the right to terminate any User's Credentials that Work Comp Saver reasonably determines may have been used by an unauthorized third party or in an unauthorized manner, as solely determined by Work Comp Saver, and will provide immediate notice of such termination to Client.

Client must promptly notify Work Comp Saver:

- (a) of any actual or suspected, disclosure, loss or unauthorized use of any Credentials;

- (b) of a User's departure from the Client's organization;
- (c) of a change in a User's role in the Client's organization; or
- (d) of any termination of a User's right for any reason.

3.4 Changing Plans

Client may upgrade or downgrade a current Plan at any time by selecting a new Plan among the collection of Plans determined by the Work Comp Saver. In such an event, the Client's credit card on file with the Work Comp Saver will automatically be charged with a Fee for the next payment interval with the rate stipulated in the new Plan. If the Client elects to upgrade their Plan, the unused portion of any prepaid Fees shall be applied to the Fee of the upgraded Plan. If, after the commencement of a Plan Term, Client elects to downgrade their Plan, this may cause the loss of Features, functionality, capacity of the Account, as well as the loss of Client Data. No refund of any prepaid or outstanding Fees will be provided to the Client for the price difference between Plans in the event the Client elects to downgrade after the commencement of a Plan Term.

3.5 Administration of Client's Account

Client acknowledges that it retains administrative control over to whom it grants access to Customer Data hosted in the Work Comp Saver Services. Client may specify a User to be the billing owner and, depending on the Plan, one or more Users to be an Administrator to manage its account, and Work Comp Saver is entitled to rely on communications from an Administrator when servicing Client's Account. Client's Administrator(s) may have the ability to access, monitor, use, and/or export Customer Data.

3.6 Technical Support

Work Comp Saver shall provide reasonable technical support to Client and its Users via the following options as outlined below, as soon as reasonably possible.

Work Comp Saver Community & Knowledge Base - available to all Users.

Chat - available to all Users, via their Work Comp Saver Account.

Phone - Users on certain Plans can request a call back from support via their Work Comp Saver Account.

If you are having trouble logging you can contact us at customercare@WorkCompSaver.com.

Notwithstanding the foregoing, for any Work Comp Saver Services purchased from a Reseller, the first-line technical support will be provided by the Reseller and not by Work Comp Saver.

3.7 User Verification

Client understands and agrees that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User. In the event that the Client loses access to an Account or otherwise requests information about an Account, we reserve the right to request from the Client any verification we deem necessary before restoring access to or providing information about such Account.

3.8 Features

Work Comp Saver may, from time to time, make Features available through the Work Comp Saver Services. The Client's use of any such Feature is subject to these Terms or any applicable supplemental terms associated with such Features.

3.9 Beta Services

Work Comp Saver may offer Clients certain Features for the purpose of testing and evaluation called Beta Services. Work Comp Saver reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services, with or without notice to the Client. The Client agrees that the Work Comp Saver will not be liable to the Client or to any third party for any harm related to, arising out of the Client's use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services, for any reason.

3.10 Non-Work Comp Saver Applications

Work Comp Saver or third parties may make available third-party non-Work Comp Saver applications. If Client elects to procure a non-Work Comp Saver application, the terms and conditions regarding its use or receipt of the non-Work Comp Saver application are between Client and the provider of those non-Work Comp Saver applications and any exchange of data between Client and such third-party provider is solely between Client and the applicable provider. Any questions, concerns or disputes that arise based on Client's use of non-Work Comp Saver applications should be addressed with the provider of such non-Work Comp Saver application and not with Work Comp Saver. Work Comp Saver does not represent, warrant, or support non-Work Comp Saver applications, whether or not they are designated by Work Comp Saver as "certified" or otherwise. Work Comp Saver is not responsible for any disclosure, modification or deletion of Client Data resulting from access by such non-Work Comp Saver application or its provider.

Integration with Non-Work Comp Saver Applications. Work Comp Saver Services may contain Features and functionality designed to interoperate with non-Work Comp Saver applications. However, Work Comp Saver cannot guarantee the continued availability of such Features, or functionality, and may cease providing them without notice and without entitling Client to any refund, credit, or other compensation, if for

example and without limitation, the provider of a non-Work Comp Saver application ceases to make the non-Work Comp Saver application available for interoperation with the corresponding Features or functionality in a manner acceptable to Work Comp Saver.

4. RESTRICTIONS

4.1 Prohibited Activities

Client and its Users may use the Work Comp Saver Services, and any part or element thereof, only within the scope, means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- (a) use the Work Comp Saver Services or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- (b) copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Work Comp Saver Services or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that the Work Comp Saver is not permitted by that applicable law to exclude or limit the foregoing rights;
- (c) provide false, inaccurate or misleading information;
- (d) act in a manner that is defamatory, trade libelous, threatening or harassing to Work Comp Saver; or
- (e) use the Work Comp Saver Services or any part or element thereof unless it has agreed to be bound to these Terms.

4.2 Uses Requiring Work Comp Saver Consent

The Client or any User may not, without Work Comp Saver's prior express written consent:

- (a) sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant access or make the Work Comp Saver Services available, in whole or in part, to any third persons, unless such third person is a User of the same Client; or
- (b) use the Work Comp Saver Services, or any part or element thereof, in a scope, with means or for purposes other than those for which their functionality was intended.

4.3 Trade Control Compliance

The Client, any User, Reseller, or agent ("**Third Party**") hereby represents, warrants, covenants, and agrees that, with respect to the Work Comp Saver Services:

- (a) Third Party has complied and shall comply with, and shall cause its directors, officers, employees, representatives, contractors, and agents to comply with the United States (US), European Union (EU), and any other applicable foreign economic, trade, and financial sanctions laws and regulations, including

economic and trade sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") and the US Department of State (collectively, "**Sanctions**"), and US, EU and applicable foreign laws and regulations pertaining to export controls, including those administered by the US Departments of Commerce and State (collectively, "**Trade Controls**").

- (b) Third Party shall take no action, directly or indirectly, that would cause Work Comp Saver or any of its Affiliates, or any of their respective officers, directors, employees, contractors, representatives, or agents to violate any Sanctions or Trade Controls.
- (c) Neither the Third Party nor any of its officers or directors, employees, and any agents or other representatives acting on their behalf (i) has been or is designated on any Sanctions- or export-related list of restricted or blocked persons, including designation on OFAC's List of Specially Designated Nationals and Blocked Persons or OFAC's Sectoral Sanctions Identifications List, (ii) is located in, organized under the laws of, or resident in any country or territory that is itself the subject of any sanctions or embargoes by any governmental authority, including but not limited to, Iran, Syria, North Korea, Venezuela and the Donetsk, Luhansk, Zaporizhzhia, Kherson and Crimean Region of Ukraine, (iii) is or has been greater than 50% owned or controlled by any person or persons described in clause (i) or (ii) (collectively with (i) and (ii), a "**Restricted Person**"), or (iv) has or will provide the Work Comp Saver Services to any persons described in clauses (i)-(iii).
- (d) Third Party will promptly notify Work Comp Saver if Third Party or any personnel employed by or affiliated with Third Party: (i) commits any actual or potential breach of Sanctions or Trade Controls in relation to the Work Comp Saver Services, or (ii) becomes a Restricted Person.
- (e) Work Comp Saver, in its sole discretion, shall have the right to immediately terminate the access to, or use of the Work Comp Saver Services without notice or liability to Third Party, if Third Party, or any person employed by or affiliated with Third Party, takes any action in violation of the provisions described in this Section 4 or if Work Comp Saver determines, in its sole discretion, that the Third Party's continued use of the Work Comp Saver Services could violate Sanctions or Trade Controls.

4.4 Take Down

Work Comp Saver endeavors to comply with all applicable laws, including the US Digital Millennium Copyright Act, and reserves the right to remove any Client Data from the Platform upon receipt of a compliant takedown notice, including any judicial orders or notices.

5. WORK COMP SAVER'S RESPONSIBILITIES

5.1. Provision of Work Comp Saver Services

Work Comp Saver will (a) make the Work Comp Saver Services, Content and Client Data available to Client pursuant to these Terms, (b) provide support as outlined in Section 3.6 for the Work Comp Saver Services to Client at no additional charge, (c) use commercially reasonable efforts to make the Work Comp Saver Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Work Comp Saver shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Work Comp Saver's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, electrical outages or blackouts, strike or other labor problem, Internet service provider failure or delay or denial of service attack. Work Comp Saver may use Sub-processors to perform the Work Comp Saver Services. Work Comp Saver will make commercially reasonable efforts to ensure that data transfers to any Sub-processors meet requirements applicable to Clients' processing of Client Data and will provide information on such data transfers in these Terms for Client's consideration. For additional information regarding such transfers with Sub-processors, please see Work Comp Saver's Privacy Notice and current list of Sub-processors.

5.2. Protection of Client Data

Work Comp Saver will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing unauthorized access, use, modification or disclosure of Client Data. Additionally, Work Comp Saver shall only access, use, modify or otherwise disclose of Client Data: (a) to provide the Work Comp Saver Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.6 (Compelled Disclosure) below, (c) as Client or User expressly permits in writing.

6. FEES/PAYMENT

The provisions of this Section 6 are applicable only if Client accesses the Work Comp Saver Services directly from Work Comp Saver. If Client purchases access to the Work Comp Saver Services through a Reseller, any payment terms shall be set forth in Client's agreement with such Reseller.

The use of the Work Comp Saver Services is subject to a Fee. Upon sign-up of an Account, Client must select a Plan. Different rates apply to different Plans. The applicable Fee is charged in advance on a monthly, or annual basis. Work Comp Saver reserves the right to modify the Fees for any Plan, in its reasonable discretion, at any time after the commencement of the Plan Term, upon at least thirty (30) days prior notice to Client, provided that any such modification will not take effect until the start of any Plan immediately following the Plan Term in which Work Comp Saver provided Client with notice of the modification.

Client authorizes Work Comp Saver to automatically charge Client the applicable Fees on or after the Renewal Date unless the Plan has been terminated or canceled in

accordance with these Terms. If a Client wishes to reduce the number of Seats, it must do so prior to the Renewal Date. Clients may cancel their Plan anytime as outlined below, however must do so prior to the Renewal Date in order to avoid billing of the next Plan Term's Fees. If Client chooses to cancel its Plan during the Plan Term, Client may use the Service until the end of Client's then-current Plan Term but will not be issued a refund for the most recently (or any previously) charged Fees.

All Fees are non-refundable. For purposes of clarity, there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, deactivated the Account or terminated these Terms during an ongoing payment interval, or where an Account is terminated or suspended by Work Comp Saver in accordance with Section 13.

All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise stated herein. Client is solely responsible for the payment of such taxes, levies or duties.

In the event the Client does not pay all Fees due within 30 days of invoice date, Work Comp Saver may suspend all access to the Client Account. Client will have 90 days to provide an authorized payment method to reactivate a subscription and their Account, otherwise Work Comp Saver has the right to permanently delete the Account, including all Client Data therein.

6.1 Payment Card Authorization

Work Comp Saver Inc. and its Affiliates may seek pre-authorization of Client's payment card account prior to its purchase of Work Comp Saver Services in order to verify that the payment card is valid and has the necessary funds or credit available to cover any purchase. Client agrees to approve such card pre-authorization and to pay any amounts for a Plan described on the Web Site, and authorizes Work Comp Saver to charge all Fees to such card account. Client agrees to provide Work Comp Saver updated information regarding its payment card account upon Work Comp Saver's request and any time the information earlier provided is no longer valid.

6.2 Direct Debit Payments

If Client agrees, Work Comp Saver may elect that Client complete a bank debit mandate to enable bank debit payments. In such cases, Work Comp Saver shall comply with all applicable national rules and regulations related to direct debit payments.

6.3 Payment Service Providers

Work Comp Saver uses Stripe to process Client's bank debit payments. More information on how Stripe processes Client's personal data and Client's data protection rights, including Client's right to object, is available at <https://stripe.com/privacy>.

6.4 Electronic Invoice

If Work Comp Saver has not sought pre-authorization of Client's payment card, then before the end of each payment interval, Client will be issued an electronic invoice for payment of the Fee of the next payment interval. Client must pay the invoice by the due date indicated on the invoice.

6.5 Late Payment Charges

Upon delay with any payments, Work Comp Saver may require the Client to pay interest on the delay (penalty for late payment) for the period that such payment is overdue. The interest rate for late payment due shall be 1.5% per month on the unpaid balance or the maximum allowed by local law, whichever is higher.

6.6 Right to Offset

In addition to other rights and remedies Work Comp Saver may have, if legally permitted to do so, Work Comp Saver may offset any payment obligations to Client that Work Comp Saver may incur under the Terms against any fees owed to Work Comp Saver and not yet paid by Client under the Terms, or any other agreement between Client and Work Comp Saver.

7. CLIENT DATA/SENSITIVE INFORMATION

7.1 Rights to Client Data

In connection with Client Data, Client affirms, represents, and warrants that: (i) Client either owns its Client Data or has the necessary licenses, rights, consents, and permissions to use and authorize Work Comp Saver to display or otherwise use the Client Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to its Client Data in a manner consistent with the intended Features of the Work Comp Saver Services and these Terms, and to grant the rights and license set forth in these Terms, and (ii) Client Data, or Work Comp Saver's or any Work Comp Saver's licensee's use of such Client Data pursuant to these Terms, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) violate any applicable law or regulation anywhere in the world; or (c) require the obtaining of a license from or paying any fees and/or royalties by Work Comp Saver to any third party for the performance of any Work Comp Saver Services which Client has chosen to be performed by Work Comp Saver or for the exercise of any rights granted in these Terms, unless Client and Work Comp Saver otherwise agree.

7.2 Uploading Client Data to Work Comp Saver Services

Client is solely responsible for its own Client Data and the consequences of posting or publishing them on or through the Work Comp Saver Service. If Client uploads Client Data to the Work Comp Saver Services, such Client Data and any processing of such Client Data must be in compliance with these Terms and applicable law. All rights, title and interest in and to the Client Data belong to the Client or their respective owners (including Users, persons and organizations), whether posted and/or uploaded by Client or made available on or through the Work Comp Saver Services. By uploading Client Data to the Work Comp Saver Services, Client authorizes Work Comp Saver to process the Client Data. Client is responsible for ensuring that:

1. Client and any of the Users associated with the Account do not create, transmit, display or make otherwise available any Client Data which violates these Terms, the rights of Work Comp Saver, other clients or users of Work Comp Saver Services or persons or organizations;
2. Any Client Data is not harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful; and
3. Client and all Users associated with the Account have the necessary rights to use the Client Data, including to insert it into the Work Comp Saver Services and process it by means of the Account.

7.3 No Liability of Client Data

Work Comp Saver does not guarantee any accuracy with respect to any information contained in any Client Data and recommends that Client carefully consider what it transmits, submits or posts to or through the Work Comp Saver Services. Client understands that all information contained in Client Data is the sole responsibility of the person from whom such Client Data originated. This means that Client, and not Work Comp Saver, is entirely responsible for all Client Data that is uploaded, posted, transmitted or otherwise made available through the Work Comp Saver Services, by Client or its Users, as well as for any remedial actions taken by the Work Comp Saver or other Clients or Users as a result of such Client Data.

7.4 Sensitive Information and Unlawful Client Data

Client will not use the Work Comp Saver Service in any way to process (a) Sensitive Information or (b) Client Data that, in any manner, is prohibited by law or in violation of these Terms. Work Comp Saver is not obliged to pre-screen, monitor or filter any Client Data, or its processing by the Client, in order to determine if it is Sensitive Information or unlawful in nature. However, if Work Comp Saver, in its sole discretion, has reason to believe that Client is processing any unlawful Client Data or Sensitive Information, or the action of its processing is unlawful in nature, Work Comp Saver has the right to:

- a. notify the Client of such unlawful Client Data or Sensitive Information;
- b. deny its use in the Work Comp Saver Services;

c. demand that the Client bring its use of the Work Comp Saver Services into compliance with these Terms and applicable law;

d. temporarily or permanently remove the unlawful Client Data or Sensitive Information from the Work Comp Saver Services, restrict access to it or delete it.

If Work Comp Saver is presented convincing evidence that the Client Data is not unlawful or Sensitive Information, Work Comp Saver may, at its sole discretion, restore such Client Data or Sensitive Information, which was previously removed from the Work Comp Saver Services, Account or access to which was restricted.

Work Comp Saver Services are not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Federal Information Security Management Act (FISMA). As such, Client may not use the Work Comp Saver Services where its communications would be subject to such laws. In addition, Client may not use Work Comp Saver Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

No Sensitive Information. CLIENT ACKNOWLEDGES THAT THE WORK COMP SAVER SERVICES HAVE NOT BEEN DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION AND ACCORDINGLY CLIENT AGREES NOT TO USE THE WORK COMP SAVER SERVICES TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WORK COMP SAVER WILL NOT HAVE, AND WORK COMP SAVER SPECIFICALLY DISCLAIMS, ANY LIABILITY THAT MAY RESULT FROM CLIENT'S USE OF THE WORK COMP SAVER SERVICES TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

7.5 Work Comp Saver Rights to Client Data

Work Comp Saver may use Client Data in an aggregated or anonymized format for research, educational and other similar purposes. Work Comp Saver may not otherwise use or publicly display Client Data without Client's written consent and respects Client's right to exclusive ownership of Client Data. Unless specifically permitted by Client and otherwise set forth herein, Client's use of the Work Comp Saver Services does not grant Work Comp Saver the license to use, reproduce, adapt, modify, publish or distribute the Client Data created by Client or stored in Client's Account for Work Comp Saver's commercial, marketing or any similar purpose. Client expressly grants Work Comp Saver the right to use and analyze aggregate system activity data associated with use of the Work Comp Saver Services by Client and its Users for the purposes of optimizing, improving or enhancing the way the Work Comp Saver Services operate, and to create new Features and functionality in connection with the Work Comp Saver Services in the sole discretion of Work Comp Saver.

7.6 Compelled Disclosures

Work Comp Saver may disclose a Client's confidential information to the extent compelled by law to do so. In such instance, Work Comp Saver will use commercially reasonable efforts to provide Client with prior notice of any such compelled disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Supplier is compelled by law to disclose Client's confidential information as part of a civil proceeding to which Supplier is a party, and Client is not contesting the disclosure, Client will reimburse Supplier for its reasonable cost of compiling and providing secure access to that confidential information.

8. PRIVACY

Work Comp Saver's Privacy Notice is available at www.WorkCompSaver.com/privacy.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Work Comp Saver's Intellectual Property Rights

The Work Comp Saver Services, Platform, Work Comp Saver Materials, Work Comp Saver trade names and trademarks, and any associated intellectual property thereof are, solely and exclusively, owned and operated by Work Comp Saver, its Affiliates or its respective third party vendors and hosting partners. Work Comp Saver Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Except as expressly set forth in these Terms, Client's use of the Work Comp Saver Services and Work Comp Saver Materials, and any parts or elements, does not grant to Client any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Work Comp Saver Materials is strictly prohibited unless Client has received the express prior written permission from Work Comp Saver or the otherwise applicable rights holder. Client may not use Work Comp Saver trade names and trademarks in any manner that disparages Work Comp Saver or its products or services or portrays Work Comp Saver in a false, competitively adverse, or poor light. Work Comp Saver reserves all rights to the Work Comp Saver Services, Platform, Work Comp Saver Materials and Work Comp Saver trade names and trademarks not expressly granted in these Terms.

9.2 Content

Subject to these Terms and the payment of the applicable Fee, Work Comp Saver grants Client and its Users a limited, non-exclusive, non-transferable, non-sublicensable license to download a single copy of any part of the Content solely for its personal, non-commercial use. Client shall not remove copyright and proprietary notices that are contained in any part of the Content. Client expressly acknowledges that it does not acquire any ownership rights by downloading any copyrighted material from or through the Platform or the Work Comp Saver Services. Client shall not copy, distribute or

publish any Content or any information obtained or derived therefrom except as expressly permitted by Work Comp Saver.

9.3 Feedback

If a Client or a User provides Work Comp Saver with any Feedback, Work Comp Saver shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Work Comp Saver Services.

Client or User hereby grants Work Comp Saver a perpetual, irrevocable, non-exclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use Feedback for any purpose. Work Comp Saver shall have the right to modify or remove any Feedback provided in the public areas of the Web Site which the Work Comp Saver deems, at its sole discretion, harmful, offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful or otherwise unlawful.

10. DISCLAIMERS; NO WARRANTY

UNLESS OTHERWISE EXPRESSLY STATED BY WORK COMP SAVER, THE WORK COMP SAVER SERVICES, WORK COMP SAVER MATERIAL, PLATFORM AND ANY CONTENT, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WORK COMP SAVER SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WORK COMP SAVER AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

UNLESS OTHERWISE EXPRESSLY STATED BY WORK COMP SAVER, WORK COMP SAVER AND ITS AFFILIATES DO NOT WARRANT THAT THE WORK COMP SAVER SERVICES AND ANY CONTENT OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WORK COMP SAVER SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WORK COMP SAVER SERVICES AND ANY CONTENT OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WORK COMP SAVER SERVICES OR THE PLATFORM THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNLESS OTHERWISE EXPRESSLY STATED HEREIN, WORK COMP SAVER AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM, THE

WORK COMP SAVER SERVICES, WORK COMP SAVER MATERIALS OR ANY WEB SITES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

IF THE LAWS OF CERTAIN STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS, SET FORTH IN THIS SECTION 10, MAY NOT APPLY TO WORK COMP SAVER, AND CLIENT MAY HAVE ADDITIONAL RIGHTS AS SET FORTH IN LAW.

11. INDEMNIFICATION

Client agrees to defend, indemnify and hold harmless Work Comp Saver and its Affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorneys' fees, arising out of its use or misuse of the Work Comp Saver Services, Work Comp Saver Materials, representations made to Work Comp Saver, its Affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Work Comp Saver reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Client is required to indemnify Work Comp Saver, and Client agrees to cooperate with such defense of these claims.

12. LIMITATION OF LIABILITY

12.1 No Liability

Work Comp Saver shall not be liable to the Client or any User for any consequences resulting from:

- (a) any modifications in these Terms, modification of the Work Comp Saver Services, Work Comp Saver Material, Account usage by Client or any User or any part or element thereof, including but not limited to, any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Work Comp Saver Services or Work Comp Saver Materials;
- (b) deletion of, corruption of, or failure to store any Client Data;
- (c) use of Client Data by the Client or any of the Users associated with the Account;
- (d) upgrading or downgrading of a current Plan by Client;
- (e) any disclosure, loss or unauthorized use of the login credentials of Client or any User due to Client's failure to keep them confidential;
- (f) Client's use of the Account or the Work Comp Saver Services by means of web browsers other than those accepted or supported by the Work Comp Saver;
- (g) the application of any remedies against the Client or Users by Work Comp Saver; for example, if the Client or User has committed a crime or conducted a breach of applicable law by using the Work Comp Saver Services or any part or element thereof;

- (h) the differences between technologies and platforms used for access; for example, if certain Features, functions, parts or elements of the Work Comp Saver Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
- (i) Work Comp Saver's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Work Comp Saver and its Affiliates shall not be liable to the Client for any claim by any user, person, organization, or third persons against the Client arising out of the Client's failure to:

1. provide Work Comp Saver with accurate information about the Client, Users or Account;
2. notify Work Comp Saver of any reasons due to which a User does not have the right to use the Account on behalf of the Client;
3. provide any Work Comp Saver Services or Features which it has agreed to provide to any person or organization (whether such failure arises as a result of Work Comp Saver's negligence, breach of these Terms or otherwise);
4. ensure the lawfulness of the Client Data;
5. obtain the necessary rights to use the Client Data; or
6. abide by any of the restrictions described in these Terms.

12.2 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WORK COMP SAVER AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER FOR THE SPECIFIC WORK COMP SAVER SERVICES GIVING RISE TO THE LIABILITY IN THE SIX (6) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS FOR NEGLIGENCE, IN CONTRACT OR TORT, MISREPRESENTATION OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS SET FORTH IN SECTION 5 "FEES/PAYMENT".

12.3 Exclusion of Consequential and Related Damages

EXCEPT FOR CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11 "INDEMNIFICATION," IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS

ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13. TERMINATION/SUSPENSION

13.1 For Convenience

These Terms and/or Client's access to the Work Comp Saver Services may be terminated for convenience in the following situations;

- (a) by the Client at any time by: (i) clicking the cancellation link on the Web Site, (ii) by revoking the billing agreement on its Stripe profile, if Client is paying for the Work Comp Saver Service with a Stripe account; or (iii) by means agreed upon between the Client and the Reseller, if Client is paying for the Work Comp Saver Service via a Reseller;
- (b) by Work Comp Saver upon decision to end provision of any portion of the Work Comp Saver Services, any Feature and/or close any portion of the Platform;
- (c) by Work Comp Saver at any stage and for any reason, provided that the Work Comp Saver will provide a pro rata refund of any unused Fees for the remainder of the Term; or
- (d) immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

13.2 For Default

These Terms and/or Client's access to the Work Comp Saver Services may be terminated for default upon written notice to the other party as indicated in Section 15.6 "Notice":

- (a) by either party in case of breach of these Terms by the other party, if the breach has not been cured within twenty (20) days of receipt of a notice from the non-breaching party;
- (b) immediately by either party if the other party breaches its obligations, as applicable under Sections 4 "Restrictions," 7 "Client Data/Sensitive Information," 9 "Intellectual Property Rights," or 11 "Indemnification"; or
- (c) by Work Comp Saver with immediate effect if: (i) Client's use of the Work Comp Saver Services is suspected, in Work Comp Saver's sole discretion, of illegal activity, (ii) requests made by law enforcement, judicial order or other government agencies for such termination, or (iii) if Client's use of the Work Comp Saver Services endangers the property of others, the Web Site or the Platform.

13.3 Effect of Termination

Upon termination of these Terms and/or Client's access to the Work Comp Saver Services for any reason whatsoever:

(a) Work Comp Saver shall deactivate and permanently delete the Account and all Client Data in the Work Comp Saver Services within ninety (90) days of the effective date of termination of these Terms and/or Client's access to the Work Comp Saver Services.

(b) Client must:

- stop using and prevent the further usage of the Work Comp Saver Services, including without limitation, the Platform;
- pay any amounts due and owing to Work Comp Saver under these Terms; and
- discharge any liability incurred by the Client under these Terms prior to the termination.

The following provisions shall survive the termination of these Terms: Sections 1, 2, 4, 6, 7-9, 11, 12, 14 and 15.

13.4 Suspension

Work Comp Saver shall have the right to suspend access to all or any part of the Work Comp Saver Service or an Account, including removing Content, at any time, and for any period of time, for: (i) violation or suspected violation of these Terms, (ii) legal obligations (iii) bandwidth usage by Client or its Users of the Work Comp Saver Service, any Features, or functionality to be significantly excessive in relation to other Work Comp Saver Service users, or to protect the integrity, operability, and security of the Work Comp Saver Service, effective immediately, upon notice thereof to Client. Unless prohibited by law or legal process or to prevent imminent harm to the Work Comp Saver Service or any third party, Work Comp Saver typically provides notice in the form of a banner or email on or before such suspension. Work Comp Saver will, in its discretion and using good faith, tailor any suspension as needed to preserve the integrity, operability, and security of the Work Comp Saver Service. For any such suspension, Work Comp Saver shall make the sole determination as to any credit or refund of prepaid Fees by the Client.

14. WORK COMP SAVER CONTRACTING ENTITY/ARBITRATION/GOVERNING LAW & JURISDICTION

14.1 Work Comp Saver Contracting Entity

The Work Comp Saver entity with whom Client is contracting under these Terms depends on the domicile of the Client. Work Comp Saver determines the domicile of the Client based on the country indicated in the billing address of the Client. For Free Trials, Work Comp Saver determines the domicile of the Client based on the location indicated in the IP-address of the Client. By accepting these Terms or using the Work Comp Saver Services, the Client is contracting with the Work Comp Saver entity listed below:

Work Comp Saver LLC

Email: legal@WorkCompSaver.com

14.2 Arbitration/Governing Law and Jurisdiction

In the event of a dispute, controversy or claim arising out of or in relation to these Terms, including but not limited to the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter amicably in mutual negotiations. In the event a mutually acceptable resolution cannot be reached within a reasonable time, either party will be entitled to seek all available remedies, including legal remedies subject to the terms and conditions set forth below. Notwithstanding the foregoing and subject to the terms and conditions set forth below, either party may seek injunctive relief with respect to any disputed matter to the extent permitted under applicable law. Should an amicable settlement between parties not be achieved, the dispute shall be finally solved by arbitration as designated herein subject to the terms and conditions set forth below. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not be applied to these Terms. Any questions relating to these Terms which are not expressly or implicitly settled by the provisions contained in these Terms shall be governed by and construed in accordance with the following:

For Clients domiciled in the United States or Canada, any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in Fairfax County, Virginia, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of these Terms, the parties consent to (a) exclusive jurisdiction and venue in the state and federal courts located in Fairfax County, Virginia, and (b) the laws of the Commonwealth of Virginia shall serve as the governing law, without giving effect to any principles of conflicts of law. Use of the Work Comp Saver Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section. The parties each agree that it shall bring any dispute against the other in its respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, the parties each agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions.

Use of the Work Comp Saver Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section.

Notwithstanding the foregoing, Client and Work Comp Saver agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a court of law, or (iii) to file suit in a court of law to address intellectual property infringement claims.

15. GENERAL

15.1 Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between Client and Work Comp Saver, and Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

15.2 Severability

If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

15.3 Entire Agreement

These Terms are the entire agreement between Client and Work Comp Saver regarding Client's use of the Work Comp Saver Services, Work Comp Saver Materials and the Platform, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

15.4 Assignment

Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Work Comp Saver's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Client, or its permitted successive assignees or transferees, may assign or transfer these Terms or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with the Client, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of the Client, or its permitted successive assignees, so

long as any such assignee agrees in writing to uphold these Terms. Work Comp Saver may freely assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without restriction.

15.5 No Waiver

Failure of either party to exercise or enforce any provision of or any of its rights under these Terms shall not be deemed a waiver of future enforcement of that or any other provision or right.

15.6 Notices

Except as otherwise specified in the Terms, all notices related to the Terms will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c), except for notices of termination or an indemnifiable claim, which shall clearly be identifiable as "Legal Notices", the day of sending by email. Billing-related notices to Client will be addressed to the relevant billing contact designated by Client. All other notices to Client will be addressed to the relevant Client system administrator designated by Client.