

## Terms and Conditions ("Terms")

Last updated: **8/17/2019**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.nebainc.com/OS> website (the "Service") operated by National Employee Benefits Administrators, (NEBA) ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### Disclaimer

**NEBA** ("us", "we", or "our") is not responsible for any inaccurate information posted on this website. We do not guarantee or promise any specific results from the use of our website. We do not warrant that the functions contained in the software will meet any requirements or needs you may have, or that the software will operate error free, or in an uninterrupted fashion, or that any defects or errors in the software will be corrected, or that the software is compatible with any particular platform. We MAKE NO WARRANTIES WITH RESPECT TO THE SOFTWARE OR THIS WEBSITE AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DESIGN, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AS TO ACCURACY, AVAILABILITY OR CONTENT.

IN NO CASE SHALL **NEBA**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE THEREOF.

**NEBA** SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH YOUR USE OF THE SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND **NEBA** HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

### Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. **NEBA** shall not be responsible for any losses arising out of the unauthorized use of your account.

**NEBA** reserves the right to take steps it believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

### Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by **NEBA**.

**NEBA** has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that **NEBA** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### Indemnification

You agree to indemnify and hold harmless **NEBA**, its affiliates, officers, directors, employees, agents, and owners from and against any claims, losses, damages, expenses or liabilities, including without limitation legal fees and costs, incurred by **NEBA** arising from or relating to your action or inaction in connection with this website.

### Termination

If you fail, or **NEBA** suspects that you have failed, to comply with any of the provisions of this Agreement, **NEBA**, at its sole discretion, without notice to you may: (1) terminate this Agreement and/or your Account; or (2) preclude access to the Service (or any part thereof).

### Governing Law

These Terms shall be governed and construed in accordance with the laws of **Florida**, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Any such modifications or changes will immediately become effective upon posting of such changes. Your continued access or use of this Service will imply your full acceptance of the changes. You are responsible for regularly reviewing these Terms & Conditions.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

**NEBA** reserves the right to modify, suspend, or discontinue the Service (or any part thereof) at any time with or without notice to you, and **NEBA** will not be liable to you or to any third party should it exercise such rights.

#### [Contact Us](#)

If you have any questions about these Terms, please contact us at 1-800-842-5899 or with this link [Contact Form](#).