

CIC Member Portal Terms of Service

Welcome to the CIC Member Portal! CIC is excited to offer you this opportunity to learn more about the CIC community and to connect with other community members. These terms of service (the “**Terms**”) govern your use of the Portal and define our rights and obligations. By clicking “I agree,” you are committing yourself to be bound by these Terms, including by updates and revisions to the Terms as described below. If you disagree with these Terms, you must not use the Portal.

These Terms apply to CIC and its current and future affiliates (collectively, “**CIC**”) and to current and future CIC clients and their members and employees, including you (collectively, “**Portal Users**”).

Your Use of the Portal and Directory

Portal Users must be at least 18 years of age, and by clicking “I agree,” you are representing that you are at least 18 years of age.

Portal Users may access the Portal by creating password-protected accounts. You may not disclose your password to anyone else or let any other person use your account, even if that other person is your employee or is a member of the CIC community. As clients or their employees leave CIC, their accounts will be closed within a reasonable time after notice to CIC and they will no longer be allowed access to the Portal.

Portal Users are authorized to access the CIC Member Directory (the “**Directory**”) and create Directory listings for themselves providing background and contact information. If a Portal User is a company or other organization (a “**Company**”), the Company must designate one individual to create, update and delete its Directory listing and that individual must receive permission from any other individuals associated with the Company before including information about those other individuals in the Company’s listing. By clicking “I agree” you are warranting that, whenever you access a Company account, you have authority to create, update and/or delete that Company’s Directory listing and that you have obtained all necessary consent from individuals whose information is included in that listing.

By adding information to the Directory, you are authorizing CIC and Portal Users to review and share that information among themselves as allowed under these Terms. You may remove or modify your Directory listing at any time and CIC will remove your Directory listing without undue delay upon your written request and/or after receiving notice that you are leaving the CIC community.

Portal Users are not allowed to download or reproduce the Directory or to transmit unsolicited commercial communications or mass mailings to other Portal Users. You may not publish, sell or license the Directory or any of its listings to third parties. CIC reserves the right, in its sole discretion, to suspend or delete your account and your Directory listing for misuse of the Directory.

If your Directory listing includes a link to or identification of any website or social media page, you agree not to publish on such website or social media page anything that infringes copyrights, trademark rights

or competition regulations; or that has threatening, abusive, harassing, defamatory, or hateful material or any other material that could give rise to civil or criminal liability.

These Terms are in addition to code of conduct and other provisions in the Service Agreement signed by you or your employer (the **"Service Agreement"**). By clicking "I agree," you agree that CIC may delete your directory listing, deny you access to the Portal or terminate the Service Agreement if you violate any of these Terms or the terms of the CIC Service Agreement. Further, you agree to defend, indemnify and hold harmless CIC for any and all claims, losses, liabilities and expenses (including attorneys' fees) arising from your use of the Portal or any violation of these Terms.

Privacy Disclosures

CIC uses "cookies" on its website and the Portal to gather information about Portal Users, their use of CIC services and their electronic devices. CIC reserves the right (1) to share all such information and information in the Directory among itself and its affiliates for any purpose, (2) to share such information and information in the Directory with third parties for commercial purposes, and (3) to disclose such information and information in the Directory to satisfy any law, regulation or government request.

Please see CIC's privacy policy at

https://storage.googleapis.com/cic-client-portal-production/documents/CIC_Portal_Privacy_Policy.pdf

for additional details concerning CIC's use and disclosure of information concerning its clients and Portal users. If you have any questions about CIC's privacy practices, please contact helpmeportal@cic.com.

CIC's Rights, Disclaimers and Limitations of Liability

The Portal and its contents, including the Directory, are provided "as is" and CIC makes no representation that any such information is accurate, complete, reliable or useful. From time to time, the Portal may include notices that certain Portal Users or third parties are offering discounted products or services to members of the CIC community. CIC makes no representation or warranty as to such products or services, or as to any other products or services offered by Portal Users or third parties, whether offered through the Portal or otherwise.

Any links to other sites in the Portal or the Directory are provided as a convenience only. Linked sites are not under the control of CIC and CIC is not responsible for the contents of any linked site, or any link contained in a linked site. The inclusion of a link does not imply CIC endorsement of the site.

The Portal and the information it contains, including the Directory, is the property of CIC and is protected from unauthorized copying and dissemination. Nothing in the Portal or in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license to use any of the content displayed in the Portal, through the use of framing or otherwise, without CIC's prior written permission or such third party that may own the trademark or copyright of material displayed in the Directory.

By clicking "I agree," you agree that CIC will not be liable to you for any loss or damage caused by your reliance on information obtained through the Portal or the Directory. It is your responsibility to evaluate the accuracy, completeness, reliability or usefulness of such information. To the greatest extent permitted by law, you agree that CIC will not be liable for any direct, indirect, punitive, incidental,

special or consequential damages (including but not limited to lost profits) relating to the Portal or these Terms, whether based on warranty, contract, tort or any other legal theory. Nothing in these Terms shall exclude or limit liability for gross negligence, fraud or fraudulent misrepresentation on the part of CIC.

Additional Terms and Conditions

These Terms and the Service Agreement constitute the party's entire agreement relating to the Portal and the Directory. No waiver of CIC's rights under these Terms shall be effective unless in writing. Neither the course of conduct between the parties, nor trade practice shall act to modify any provision of these Terms. However, CIC may change these Terms at any time and without notice. Updated terms will be posted at the following link:

https://storage.googleapis.com/cic-client-portal-production/documents/CIC_Portal_Terms_of_Service.pdf.

By using the Portal after CIC posts any updates, you agree to accept those updates, whether or not you actually reviewed them.

If any portion of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall remain in full force and effect. The sections of these Terms addressing indemnification and limitations of liability shall survive the termination of the Service Agreement. These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, except with regard to its conflicts or choice of law rules. You agree that the state and federal courts in Massachusetts will have exclusive jurisdiction over any dispute arising out of or relating to these Terms. You agree that any claim or cause of action arising out of or relating to these Terms must be filed within one year after such claim or cause of action arose or be forever barred.

If you have any questions about these terms, please contact helpmeportal@cic.com.