

My Public Employee Retirement Terms of Use

Last Updated: March 03/03/2024

1. Acceptance of Terms

These Terms of Use ("Terms") regulate your access to and use of websites and related services provided by My Appointment System LLC, herein referred to as "My Public Employee Retirement," "we," "us," or "our." It's crucial that you thoroughly review these Terms as they significantly impact your legal rights. Please be advised that this Agreement includes a mandatory arbitration clause. This clause mandates the resolution of disputes through arbitration on an individual basis and restricts the remedies that may be available to you should certain disputes arise.

By accessing or utilizing mypublicemployeeretirement.com and the assortment of related websites and services (together referred to as the "My Public Employee Retirement Services"), you consent to adhere to these Terms and all terms incorporated herein by reference.

To utilize the My Public Employee Retirement Services, you must be at least 18 years of age. By accepting these Terms, you affirm that you possess the legal capacity to agree to them. Furthermore, if you are accepting these Terms on behalf of another individual or entity, you declare that you have the legal authority to represent them. You also confirm that the individual or entity you represent will accept responsibility for any violations of these Terms by either yourself or them. If you cannot agree to all provisions of these Terms, you are not permitted, and we explicitly do not authorize you, to access or use the My Public Employee Retirement Services.

By accessing or utilizing the My Public Employee Retirement Services, you affirm and guarantee that you have never been suspended or removed from the My Public Employee Retirement Services. Additionally, you assert that you have not participated in any actions that could lead to suspension or removal from these services.

We reserve the right to modify these Terms at any time for any reason, and we may inform you of these changes through any reasonable means, including via the My Public Employee Retirement Services. The "Last Updated" date at the top of these Terms will indicate when they were last revised. Unless applicable law requires your explicit consent to the revised Terms, your continued access, browsing, or use of the My Public Employee Retirement Services signifies your agreement to these changes. If you do not consent to the revised Terms, you are not permitted, and we explicitly do not authorize you, to access or use the My Public Employee Retirement Services. We advise you to regularly check this page to stay informed of any updates to these Terms.

2. User Registration

To access and utilize specific areas or functionalities of the My Public Employee Retirement Services, you might be required to submit certain details and/or respond to certain inquiries. Registration is intended for individual users only. When you provide information to us, you agree to: (a) ensure that the information is accurate, current, and complete, (b) maintain and promptly update your information as necessary, (c) accept responsibility for any actions or omissions by any third party who is authorized to access or use the My Public Employee Retirement Services on your behalf, and (d) immediately inform us upon discovering or suspecting any security breaches related to the My Public Employee Retirement Services. Should the information you provide prove to be untrue, inaccurate, outdated, or incomplete, we reserve the right to suspend and/or terminate your current or future access to the My Public Employee Retirement Services.

By submitting information and/or responding to questions via the My Public Employee Retirement Services, you also agree to accept electronic communications from My Public Employee Retirement, such as emails or messages through the My Public Employee Retirement Services. It's advisable to keep records of these electronic communications by either printing a paper copy or saving an electronic version for future reference.

We may send you promotional emails, including newsletters, special offers, surveys, and other news and information we believe might interest you. Should you decide at any time that you no longer wish to receive these promotional messages, you have the option to opt out by following the unsubscribe instructions included in those emails..

3. Appointments; Release of My Public Employee Retirement

The My Public Employee Retirement Services are designed to assist My Public Employee Retirement customers, who are licensed as required by applicable law (referred to as "Agents"), in locating and scheduling appointments with potential clients ("Prospects") across various sectors, including financial, loan, real estate, and others. When you submit your details to arrange an appointment with an Agent ("Appointment"), you will be recognized as a Prospect. Following your request to become a Prospect, My Public Employee Retirement will match you with an Agent equipped to meet your specific needs. Subsequently, you will receive a confirmation email and/or text message from My Public Employee Retirement to confirm your Appointment. Should there be any changes to your Appointment, you will be informed through an updated email and/or text message.

By requesting an appointment, you acknowledge and consent to the fact that my public employee retirement operates purely as a lead generation platform and maintains no affiliation with any agents. This includes, but is not limited to, agents or agencies in the retirement sector,

providers of retirement or mortgage loan products, solar energy companies, or insurance firms. My public employee retirement, including mypublicemployee retirement.com and all related assets, is independent and not connected with any other entities, including other lead generation services, appointment scheduling systems, or companies.

You acknowledge and agree that agents are entirely responsible for their actions and/or inactions, including those undertaken through the my public employee retirement services. Should you encounter a dispute with one or more agents or any third party (this may include mortgage lenders, insurance providers, or others), and specifically disputes related to the accuracy of information provided by agents, you hereby exonerate my public employee retirement, along with its directors, officers, employees, representatives, and affiliates, from any and all claims, demands, and damages of every kind, both known and unknown, suspected and unsuspected, disclosed and undisclosed, that may arise from or in any manner relate to such disputes..

4. Right to Access and Use the My Public Employee Retirement Services and Content

Unless explicitly stated otherwise by us, the My Public Employee Retirement Services and all content and other materials contained within, including, but not limited to, any My Public Employee Retirement service marks or logos, as well as all designs, text, graphics, pictures, information, data, software, other files, and the selection and arrangement thereof ("Content"), are owned by My Public Employee Retirement, our licensors, Agents, or the users of the My Public Employee Retirement Services, as applicable. This Content is safeguarded by U.S. and international copyright laws and other intellectual property rights protections

Under the conditions outlined in these Terms, you are granted a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable right to access, view, and make personal, non-commercial use of the My Public Employee Retirement Services and Content. All rights not explicitly granted in this document are reserved. Through these Terms, you do not gain any ownership interest in the My Public Employee Retirement Services or Content, nor do you acquire any rights thereto beyond the scope of using the My Public Employee Retirement Services in accordance with the granted rights, and subject to all terms, conditions, and restrictions set forth in these Terms..

You are expressly prohibited from engaging in any of the following activities without our prior written consent:

(a) Selling, reselling, or using the My Public Employee Retirement Services or Content for any commercial purposes; (b) Distributing, publicly performing, or publicly displaying the My Public Employee Retirement Services or any Content; (c) Modifying the My Public Employee

Retirement Services or Content, or creating any derivative works from any part of them; (d) Employing data mining, robots, or similar data gathering or extraction methods in relation to the My Public Employee Retirement Services; (e) Downloading any portion of the My Public Employee Retirement Services or Content, beyond what is necessary for page caching, except where explicitly permitted by us; (f) Using the My Public Employee Retirement Services to stalk, threaten, or otherwise infringe upon the rights of others, including but not limited to privacy rights; (g) Interfering with or disrupting the My Public Employee Retirement Services, or servers or networks connected to the My Public Employee Retirement Services; (h) Utilizing the My Public Employee Retirement Services or Content for any purposes other than those for which they were intended.

Any use of the My Public Employee Retirement Services or Content not expressly permitted by these Terms, without prior written consent from us, is strictly forbidden and will result in the termination of the access and use rights granted here. Unauthorized use may also breach relevant laws, including but not limited to copyright and trademark laws, as well as communications regulations and statutes. It's important to note that, aside from what is explicitly allowed under these Terms, no rights or licenses to any patent, trademark, copyright, or any other proprietary rights of My Public Employee Retirement or any third party are granted or implied by these Terms, whether by estoppel, implication, or otherwise..

You are prohibited from removing, altering, or concealing any copyright, trademark, service mark, or other proprietary rights notices included in or accompanying the Content. Furthermore, you must not reproduce, modify, adapt, create derivative works from, perform, display, publish, distribute, transmit, broadcast, sell, license, or in any way exploit the Content. We hold the exclusive right to modify, suspend, or discontinue the My Public Employee Retirement Services—or any part or feature thereof—at any time and at our sole discretion, whether temporarily or permanently.

5. Trademarks

The My Public Employee Retirement logo, along with any other product or service names, trademarks, logos, or other indicia associated with My Public Employee Retirement Services ("Marks"), are owned by My Public Employee Retirement, its subsidiaries, affiliates, or third parties. These Marks cannot be copied, imitated, or used, either in whole or in part, without the prior written permission from us. It's important to understand that nothing within these Terms or the My Public Employee Retirement Services should be interpreted as granting, whether by implication or otherwise, any license or right to use any of the Marks without the explicit prior written consent of My Public Employee Retirement or the third party that owns the Marks

6. Legal Requirements; Privacy Policy

Our Privacy Policy outlines the methods we employ to manage the personal information you

share with us upon using the My Public Employee Retirement Services. To gain insight into our privacy practices, we encourage you to review our Privacy Policy.

7. User Content

You bear full responsibility and liability for all data, information, and other materials ("User Content") that you submit, upload, post, email, or otherwise transmit ("Transmit") in connection with the My Public Employee Retirement Services. Furthermore, we do not control and will not be liable for any damages arising from the use (including, but not limited to, republication) or misuse by any third party of information made public through the My Public Employee Retirement Services. Should you decide to submit to us, or make any User Content publicly available, you do so at your own risk. Please be aware and agree that we will not be liable for any consequences related to such actions.

You commit to not engaging in, nor allowing others to engage in, the following actions, either directly or indirectly:

- (a) Transmitting User Content that is illegal, harmful, threatening, abusive, hateful, obscene, harassing, tortious, defamatory, libelous, slanderous, pornographic, profane, vulgar, offensive, lewd, invasive of another's privacy, or is racially, ethnically, or otherwise objectionable;
- (b) Transmitting User Content that: (i) You are not authorized to transmit under any law or due to contractual or fiduciary relationships, including, but not limited to, insider information, proprietary, and confidential information; (ii) Infringes on any patent, copyright, trademark, or other intellectual property rights, or misappropriates any trade secret or privacy rights of any third party; (iii) Constitutes unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," or any form of pyramid scheme; (iv) Contains software routines, codes, instructions, or viruses intended to disable, delete, modify, damage, or erase software, hardware, or data;
- (c) Forging headers or manipulating identifiers to disguise the origin of any User Content transmitted through the My Public Employee Retirement Services

While we are not obligated to screen, edit, or monitor User Content, we reserve the right and have absolute discretion to remove, screen, or edit any User Content posted or stored on the My Public Employee Retirement Services at any time and for any reason. It is your responsibility to create backup copies of and replace any User Content you post or store on the My Public Employee Retirement Services, and this must be done at your own cost and expense.

8. Rights in User Content

While we do not claim any ownership rights in the User Content you provide, by uploading, posting, or submitting User Content to the My Public Employee Retirement Services or to our pages or feeds on third-party social media platforms (such as My Public Employee Retirement's Facebook page, linkedin page, or Twitter feed), you grant My Public Employee Retirement a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from,

distribute, perform, and publicly display your User Content, in whole or in part, across any media or format for any purposes at our sole discretion, including for promotional, advertising, trade, business, illustration, artistic, and other commercial and noncommercial purposes. However, it's important to note that My Public Employee Retirement is committed to protecting your privacy and will only share personal information you provide in accordance with our Privacy Policy.

You consent to My Public Employee Retirement's disclosure or use of any User Content for purposes allowed under applicable law, which include, but are not limited to:

(a) Enforcing these Terms; (b) Complying with the laws, regulations, or rules set forth by any federal, state, or local government or agency; (c) Addressing claims that any User Content infringes upon the rights of third parties; (d) Safeguarding the rights or property of My Public Employee Retirement, its customers, or the public.

9. Feedback

Separate from User Content, if you submit questions, comments, suggestions, ideas, original or creative materials, or any other information regarding My Public Employee Retirement or the My Public Employee Retirement Services ("Feedback"), such Feedback will become the exclusive property of My Public Employee Retirement. We will own all exclusive rights, including all intellectual property rights, to the Feedback and will have the freedom to use and share this Feedback for any purpose, whether commercial or otherwise, without any obligation to acknowledge or compensate you.

10. Third-Party Sites

We have not conducted comprehensive reviews of all websites linked to the My Public Employee Retirement Services and do not bear responsibility for the contents of any third-party pages or any other websites linked to the My Public Employee Retirement Services, nor for any products or services offered by third parties. The inclusion of any links to other websites within the My Public Employee Retirement Services does not imply an endorsement by My Public Employee Retirement of any third-party products, services, or informational content. Deciding to follow a link to another website is made at your own risk, and you agree to adhere to all terms and conditions associated with such websites. My Public Employee Retirement retains the discretion to discontinue linking to any website or to remove a link to any website at any given time.

Links to third-party websites are offered solely for your convenience and are neither owned nor controlled by My Public Employee Retirement. We exercise no oversight over these external sites and do not make any assertions or guarantees regarding these linked websites or the products and services offered by third parties. Your engagement with any third-party websites is entirely at your discretion and risk..

11. Indemnification

You agree to indemnify, defend (at the option of My Public Employee Retirement), and hold harmless My Public Employee Retirement and its affiliates and subsidiaries from any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) incurred by My Public Employee Retirement as a result of any claim, suit, action, or proceeding brought by a third party that relates to or arises from your use of the My Public Employee Retirement Services, any User Content you submit, post, transmit, or make available through the My Public Employee Retirement Services, any Feedback you provide, any breach of these Terms by you, or any other act or omission by you, including but not limited to your violation of the rights of another, resulting from your use of the My Public Employee Retirement Services or any of its features. Additionally, you acknowledge that My Public Employee Retirement retains the right to take control of the defense or settlement of any third-party claims, unless My Public Employee Retirement opts to have you defend My Public Employee Retirement against such claims. This indemnification obligation is in addition to, and not a replacement for, any other indemnities that may be outlined in any written agreement between you and My Public Employee Retirement

12. General Disclaimers

The My Public Employee Retirement Services and the Content are provided to you "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS," without any representations, warranties, or endorsements of any kind, either express or implied, to the fullest extent permissible by law. My Public Employee Retirement expressly disclaims all warranties, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. You acknowledge that your use of the My Public Employee Retirement Services is entirely at your own risk. My Public Employee Retirement does not guarantee that the use of its Services is legal in every jurisdiction, and thus, disclaims all such warranties. It's important to note that some jurisdictions do not allow the disclaimer of certain warranties, so this disclaimer may not fully apply to you if such laws are applicable to your situation

You acknowledge and agree that My Public Employee Retirement does not partake in the actual interactions or transactions between Agents and Prospects. Furthermore, My Public Employee Retirement does not originate the information or data communicated by Agents. Consequently, My Public Employee Retirement has no influence over the quality, safety, or legality of the information and data shared by Agents, nor over the truth or accuracy of such information. My Public Employee Retirement is unable to verify or guarantee that any information you receive from an Agent is truthful, accurate, or compliant with applicable laws

By accessing or utilizing the My Public Employee Retirement Services, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the My Public Employee Retirement Services.

13. Limitation of Liability; Waiver

To the maximum extent allowed by law, My Public Employee Retirement shall not be liable for any indirect, special, incidental, or consequential damages of any kind (including, but not limited to, loss of revenue, income, or profits, loss of use or data, or the diminution in value of assets or securities) that arise from or are in any way connected to the access or use of the My Public Employee Retirement Services. This applies regardless of the form of action, whether in contract, tort (including negligence), or any other legal or equitable theory, and even if My Public Employee Retirement has been notified about the possibility of such damages and regardless of whether such damages were foreseeable

To the fullest extent allowed by applicable law, the total aggregate liability of My Public Employee Retirement arising from or related to the My Public Employee Retirement Services shall not exceed one hundred dollars (\$100). These limitations apply even if your remedies under these terms fail of their essential purpose. This stipulation outlines the sole liability and obligation of My Public Employee Retirement in respect of the aforementioned matters.

If you are a resident of California, you waive your rights under California Civil Code Section 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This waiver means that you give up the right to pursue any unknown claims against My Public Employee Retirement that could potentially alter the outcome of any settlement or release between you and My Public Employee Retirement

14. Arbitration

Please pay close attention to this section as it mandates arbitration for certain disputes and claims with My Public Employee Retirement and restricts how you can seek compensation or redress from us. This arbitration agreement significantly affects your legal rights, including your right to file a lawsuit in court and to have a jury trial, so it's important to understand its terms fully

You and My Public Employee Retirement agree that any dispute, claim, or controversy arising out of or in any way related to these Terms or the My Public Employee Retirement Services will be resolved through binding arbitration, in accordance with the rules of the American Arbitration Association (AAA) that govern consumer disputes. This means that an arbitrator, rather than a judge or jury, will make the final decision on any such disputes, which will be binding on both parties.

Arbitration involves a neutral arbitrator instead of a judge or jury to resolve disputes. It typically allows for more limited discovery than a court case, and the arbitration outcome is subject to very limited court review. You have the right to hire an attorney at your own expense for arbitration. Arbitrators can grant the same types of damages and relief that a court can under

these Terms. You and My Public Employee Retirement agree that any arbitral hearing would take place in the United States, in the county and state of your billing address. My Public Employee Retirement will ensure that your arbitration filing fee does not exceed the amount set by the American Arbitration Association.

By agreeing to these Terms, you acknowledge that the interpretation and enforcement of this arbitration provision are governed by the U.S. Federal Arbitration Act, and you and My Public Employee Retirement both waive the right to a jury trial and/or to participate in a class action. This arbitration agreement will remain in effect even after these Terms end and you stop using the My Public Employee Retirement Services.

Unless you and My Public Employee Retirement agree otherwise, the arbitrator cannot consolidate more than one person's claims with yours, nor preside over any form of a representative or class proceeding. If the specific provision regarding the prohibition of class and representative proceedings is deemed unenforceable, then the entire arbitration provision will be considered null and void. The arbitrator is only permitted to award declaratory or injunctive relief to the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

15. Class Action Waiver

You and My Public Employee Retirement agree that any claims brought against the other party will be conducted on an individual basis, and not as a plaintiff or class member in any purported class or representative proceeding. This agreement applies regardless of the forum in which the claim is filed, emphasizing the intention to resolve disputes individually and preventing the consolidation of multiple parties' claims into a single class action or representative legal action.

16. Termination

Despite any provisions in these Terms, we retain the authority to terminate your access or use of the My Public Employee Retirement Services at any moment, without prior notice, at our sole discretion, for any reason or no reason at all. You acknowledge and agree that, should such termination occur, we will not bear any liability or obligation towards you

17. Governing Law and Jurisdiction

My Public Employee Retirement manages the My Public Employee Retirement Services from Nevada, U.S.A. The laws of the State of Nevada, U.S.A., govern these Terms and the transactions they contemplate, including but not limited to their interpretation, construction, performance, and enforcement. This governance includes the state's statutes of limitations but excludes any reference to conflict or choice of law provisions. International treaties, including the International Convention on the Sale of Goods, which are not mandatory for contracts made and performed entirely within Nevada, will not be applicable.

18. Notice

All notices, demands, or consents from you under these Terms must be in writing and are considered delivered when sent to My Public Employee Retirement at the specified contact: support@mypublicemployee retirement.com. Notices to you may be delivered via email or postal mail to the address recorded in My Public Employee Retirement's files, or by posting on the My Public Employee Retirement Services. You consent to receive notices, agreements, disclosures, or other communications from us electronically, acknowledging that such electronic communications meet any legal requirements that such communications be in writing.

Individuals with disabilities who require assistance to access these Terms can reach out to us as outlined in the provided contact section. Based on your specific needs, we are committed to accommodating reasonable requests by providing these Terms in an alternative format.

19. Severability

Should any term, clause, or provision of these Terms be deemed invalid or unenforceable, such term, clause, or provision will be considered separable from these Terms. This separation will not impact the validity or enforceability of the remaining parts of that term, clause, or provision, nor will it affect any other term, clause, or provision within these Terms

20. Miscellaneous

The services offered by My Public Employee Retirement are based in the United States of America. Should you reach out to us from outside the United States, please be aware that any information you share will be transferred to the U.S. By providing your information, you explicitly agree to this transfer. The entirety of the agreement between you and My Public Employee Retirement regarding your use of our services is encapsulated in these Terms. You may not transfer or assign the rights provided to you under these Terms without our prior written approval. A waiver for any part of these Terms does not imply a waiver of the same provision under different circumstances, nor does it imply a waiver of any other provision. Furthermore, My Public Employee Retirement's decision not to exercise a right or enforce a provision under these Terms does not waive that right or provision. Unless stated otherwise, these Terms are designed solely for the benefit of the two parties involved and do not grant rights to any third parties.

21. Contact Us

If you have any comments, concerns or questions about this Terms of Use, please contact us at support@mypublicemployee retirement.com or at:

My Public Employee Retirement
1309 Coffeen
Sheridan, WY 82801