

LIVINGWELL BY MASSMUTUAL APP TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) apply to your use of the LivingWELL by MassMutual App (the “WELL App”). The “WELL App” refers to the mobile application used to track health and wellness related data in order calculate certain benefits provided under a rider (the “WELL Rider”) to one or more life insurance products issued by Massachusetts Mutual Life Insurance Company (“MassMutual,” “we,” “our,” or “us”). Acceptance of these Terms creates a legally binding contract between MassMutual and any user of the WELL App (“you” or “your”). Please review these Terms carefully before using the WELL App. By using the WELL App, you agree to be bound by all the Terms, as such Terms may be modified by us from time-to-time in our sole discretion. **IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION, THEN YOU MAY NOT USE THE WELL APP.** Please check these Terms periodically for changes. Your continued access or use of the WELL App following any changes to the Terms constitutes your acceptance of those changes.

1. The WELL App

The WELL App allows you to voluntarily connect certain third party applications and devices (“Third-Party Apps”), such as mobile phones, connected wearable fitness trackers, and activity tracking apps, with the WELL APP, in order to track certain data and activities and receive the benefits described in the WELL Rider. **The WELL App is required to track the activities required to obtain the benefits described in the WELL Rider.**

By connecting Third Party Apps to the WELL App, you authorize the Third-Party Apps to share with us certain data collected by such Third-Party Apps (“Fitness Data”). Fitness Data shared through the WELL App may include data relating to your fitness or health levels, such as your physical activities, fitness levels, sleep patterns, and weight and measurements. Some Third-Party Apps may permit you to select the specific categories of Fitness Data shared with us through the WELL App. Fitness Data will be handled processed in accordance with the WELL App privacy policy (“Privacy Policy”) and these Terms.

Not all Third-Party Apps are compatible with the WELL App, and we may update the list of compatible Third-Party Apps from time to time in our sole discretion. Eligible Third-Party Apps are listed in the WELL App. Please note that some Third-Party Apps do not collect all categories of Fitness Data. If your Third-Party App does not track/share certain Fitness Data, or if you choose not to share certain Fitness Data with the WELL App, you may not be able to earn maximum benefits under the WELL Rider. When you authorize Third Party Apps to share Fitness Data with us through the WELL App, we will collect authorized Fitness Data as of the beginning of the calendar month in which the authorization was granted, to display trends for the entire calendar month.

In order to receive the benefits described in the WELL Rider, you must link an eligible U.S. bank account (“Bank Account”) in the WELL App. By linking your Bank Account:

1. You represent and warrant that you are the owner or authorized account holder of the Bank Account;
2. You authorize your bank to confirm to MassMutual (orally or in writing) that the Bank Account is in good standing and can accept deposits;
3. You authorize MassMutual to deposit funds payable under the WELL Rider into the Bank Account through an ACH/EFT;
4. You authorize MassMutual to debit the Bank Account to recover any over-payments;
5. You acknowledge and agree that:
 - a. MassMutual shall incur no liability as a result of a deposit being dishonored by your bank.
 - b. Some banks may charge a fee to process the ACH/EFT.

- c. It may take up to 2-3 business days from the date the disbursement is processed for your bank to reflect the deposit.

You are responsible for your mobile carrier's rates and fees that may apply while you are using the WELL App. We have no control over the Third-Party Apps. These Terms apply only to your use of the WELL App, the Third-Party Apps may impose additional terms governing your use of such Third-Party Apps.

Nothing in the WELL App is intended to be nor should be construed as medical advice.

2. Relationship of these Terms to WELL Rider and other policies

These Terms govern your use of the WELL App. Additional terms, including eligibility requirements, calculation of benefits, the duration and termination provisions relating to rider benefits, are contained in the WELL Rider attached to your MassMutual financial product(s). These Terms, the WELL Rider, and other terms referred herein shall control with respect to their respective subject matter. In the event of a conflict between these Terms and the WELL Rider or other terms referenced herein, the WELL Rider or such other terms shall control, but only with respect to such conflict.

3. Privacy Policy

All information provided and collected through the WELL App is handled in accordance with our Privacy Policy, which is hereby incorporated into and made part of these Terms. As detailed in the Privacy Policy, such information may include, among other things, information about you we collect from the Third-Party Apps, contact information, and device and browser information.

In addition, information received from the Google Health Connect application will adhere to the Health Connect Permissions Policy, including the Limited Use requirements.

4. Installation and Login

The WELL App is available for download free of charge in the Apple® App Store® and the Google Play™ Store, but to track Fitness Data you must 1) be a MassMutual policyholder with an in-force, eligible policy, and 2) have created a MassMutual online account ("MassMutual Account") and linked this account with your eligible policy. To log in to the WELL App, you will use your MassMutual Account login credentials. Alternatively, you may create a MassMutual Account and link your eligible MassMutual policy the first time you use the WELL App. When you create a MassMutual Account, you must agree to the MassMutual website terms of use and privacy policy, which include requirements for passwords and security and are incorporated herein by reference. You may only link one MassMutual Account with the WELL App.

5. Limited License

We hereby grant you a limited, personal, non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the WELL App in accordance with these Terms. The WELL App is our valuable intellectual property and you obtain no rights to the WELL App except to use it in accordance with these Terms. We reserve the right to revoke this license in the event you breach of these Terms or the Privacy Policy.

6. Copyright and Other Intellectual Property

All content and other materials available at or through the WELL App, including without limitation trademarks, service marks, trade names, images, audio, text, software, designs and the “look and feel” of the WELL App (collectively, “Content”) are owned or licensed by us or our affiliates and are protected by copyright, trademark, and other intellectual property laws. You may not reproduce, republish, distribute, display, perform, transmit, sell, or otherwise use any Content without our express written permission. With respect to the WELL App and its related Content, software, source code, platforms, servers and interfaces, whether owned by us or third parties (“WELL App System”), you must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, alter, revise, translate, creative derivative works, or make any unauthorized attempt to access or use; (b) sell, assign, sublicense, transfer, distribute, lease, rent or grant a security interest; (c) reproduce, duplicate, copy, sell, resell, or exploit for commercial purposes; or (d) access or use in a manner prohibited by applicable laws, directives, or regulations or these Terms. All rights not expressly granted to you in these Terms are reserved by us and/or our licensors.

7. Copyright Infringement

If you believe that any Content infringes upon your copyright, please notify us in writing at:

Massachusetts Mutual Life Insurance Company
Law Department
1295 State Street
Springfield, MA 01111

Your notice must include (a) a description of the copyrighted work that you claim has been infringed; (b) a description of the location on WELL App where the allegedly infringing content is located; (c) your full name, postal address, telephone number, and email address; (d) a statement that you have a good faith belief that the use of the allegedly infringing material on the WELL App is not authorized; (e) your physical or electronic signature; and (f) a statement that you are the copyright owner or an authorized agent of the copyright owner.

8. Submissions

We are pleased to hear feedback from WELL App participants. However, if you send us any ideas, suggestions, drawings, graphics, innovations, concepts, recommendations, or similar materials (“Submissions”) you agree that the Submissions are not confidential. You hereby assign such Submissions to us without compensation (or the expectation of compensation) and agree that we may disclose, reproduce, republish, modify, distribute, display, perform, transmit, sell, or otherwise use your Submissions for commercial or non-commercial purposes with no compensation to you. For any Submissions that cannot be legally assigned to us, you hereby grant us an unrestricted, perpetual, royalty-free, irrevocable and worldwide license to reproduce, republish, modify, distribute, display, perform, transmit, sell, or otherwise use your Submissions for commercial or non-commercial purposes with no compensation to you.

9. Prohibited Conduct

You agree to abide by all applicable laws and not to (a) upload, transmit, post, email, or otherwise make available to the WELL App System any material in any format that (i) is false, inaccurate, misleading, fraudulent, unlawful, harmful, threatening, tortious, defamatory, vulgar, invasive of another's privacy, or libelous; (ii) infringes any third party's intellectual property or other proprietary right or rights of publicity or privacy; or (iii) contains viruses, worms, Trojan horses, time bombs, corrupted files, or any other software or programs designed to

interrupt, interfere, intercept, expropriate, destroy or limit the functionality of the WELL App System or any computer software or hardware or equipment associated with the WELL App System; (b) alter, remove, obscure or falsify any attributions or other proprietary designations of origin or source of the WELL App System or Content; (c) impersonate any person or entity; (d) attempt, through any means, to gain unauthorized access to the WELL App System in a way not intended by us or for any unlawful purpose, or another person's account or information on or through the WELL App System; (e) use any robot, scraper, spider, or any other automatic device or manual process to monitor or copy the WELL App System or any WELL App Content; (f) take any action that imposes an unreasonable or disproportionately large load on the WELL App System; (g) take any action that creates liability for us or causes us to lose any of the services of our business partners, vendors or suppliers; (h) take any action that would cause us to violate any applicable law, statute, ordinance or regulation, or that violates the Terms; (i) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, restriction or requirement of the WELL App System; (j) interfere with or disrupt the integrity or performance of the WELL App System or the data contained therein; or (k) access the WELL App System in order to build a competitive product or service, copy any features, functions or graphics of the WELL App System or monitor the availability and/or functionality of the WELL App System for any benchmarking or competitive purposes.

Providing false/misleading Fitness Data (including providing the Fitness Data of another person or thing) or otherwise attempting to obtain WELL Rider activity credit through false or misleading methods is prohibited under these Terms.

10. Promotional Information

We may from time-to-time make information available on the WELL App regarding programs, offers, or promotions ("Promotions"). All Promotions are subject to the specific terms, conditions, and restrictions disclosed in connection with such Promotions and are subject to being withdrawn or changed without prior notice. We are not responsible for any typographical or other errors or omissions regarding prices, availability, or other information in connection with Promotions.

11. Other Applications and Websites

The WELL App may contain links or other options to connect to Third Party Apps and other websites, applications or devices that are not owned or operated by us (collectively, "Linked Apps"). You may be able to log-in to Linked Apps from the WELL App and share your WELL App information with Linked Apps. We do not have any control over Linked Apps and are not responsible for any information, functionality, products, services or content of such Linked Apps. Your use of the Linked Apps is subject to the privacy policies and terms of use of the Linked Apps and you should read and understand them before using any Linked Apps. We do not represent or imply that we endorse any Linked Apps. You are responsible for taking the necessary precautions to protect yourself and your device from viruses, worms, and other harmful or destructive content that may be accessible through Linked Apps. We disclaim any responsibility for any harm resulting from your use of Linked Apps or any failures of or disruptions to Linked Apps.

12. Disclaimer

YOU AGREE THAT YOUR USE OF THE WELL APP, AND ANY THIRD-PARTY APPS YOU CONNECT TO THE WELL APP OR MOBILE DEVICES YOU USE IN CONNECTION WITH THE WELL APP, IS AT YOUR SOLE RISK. THE WELL APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

WARRANTY OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR AT OR THROUGH THE WELL APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

WE WILL USE REASONABLE COMMERCIAL EFFORTS TO MAKE THE WELL APP AVAILABLE TO YOU. HOWEVER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTY THAT THE WELL APP WILL BE ACCURATE, COMPLETE, CURRENT OR TIMELY, UNINTERRUPTED, SECURE, OR ERROR FREE. WE DO NOT WARRANT THAT THE WELL APP IS FREE OF DEFECTS, VIRUSES, MALFUNCTIONS, OR HARMFUL COMPONENTS THAT COULD DAMAGE OR ALLOW UNAUTHORIZED ACCESS TO YOUR MOBILE DEVICE, LINKED APPS OR DATA.

THIS DISCLAIMER DOES NOT LIMIT ANY RIGHTS YOU MAY HAVE UNDER OTHER AGREEMENTS, INCLUDING, BUT NOT LIMITED TO MASSMUTUAL FINANCIAL PRODUCT CONTRACTS SUCH AS THE WELL RIDER AND THE PRODUCT TO WHICH IT IS ATTACHED.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES OR OUR RESPECTIVE OFFICERS, DIRECTORS, POLICYHOLDERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES (OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) SHALL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM THE WELL APP OR THE USE, ATTEMPTED USE OR INABILITY TO USE THE WELL APP, INCLUDING LOST REVENUE, LOST OR STOLEN DATA, DAMAGED DEVICES OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOU AGREE THAT OUR TOTAL LIABILITY TO YOU FOR DAMAGES (INCLUDING DIRECT DAMAGES), REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED TWO TIMES THE MONTHLY BENEFITS RECEIVED UNDER THE WELL RIDER IN THE PRECEDING TWELVE MONTHS IN THE AGGREGATE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Indemnification

You agree to indemnify, hold harmless, and release us, our subsidiaries, our affiliates and our respective officers, directors, policyholders, employees, agents, representatives (and their respective successors and assigns) from and against any and all claims, damages, costs and expenses, including, but not limited to, reasonable attorney's fees, arising from or related to: (i) your access, use, attempted use, inability to use or misuse of the WELL App; (ii) your violation of any of these Terms and Conditions (iii) your violation of any third party right, including without limitation any copyright, property or privacy right; or (iv) any claim that your use of the WELL App caused damage to a third party.

15. Miscellaneous

If any provision of these Terms is found to be invalid or unenforceable, such provision shall be severed from the remainder of the Terms, which shall remain in full force and effect. No waiver of any breach or default of the Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Our failure to insist upon or enforce strict performance of any terms in these Terms shall not be considered a waiver of those terms or any

of our rights. You may be required to agree to additional terms and conditions to access particular sections or functions of the WELL App. You may not assign, sublicense or otherwise transfer in any manner any of your rights or obligations under the Terms. The section headings used in the Terms are for convenience only.

We may at any time, without notice and for any reason in our sole discretion, modify, extend or discontinue the WELL App or, in connection with your violation of these terms or the terms of the WELL Rider only, terminate or restrict your access to the WELL App.

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Android, Fitbit, Google, the Google Play Store, and Health Connect are trademarks of Google LLC.

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