

Terms of Use

Effective Date: August 1, 2026

Welcome to the AWM website. These Terms of Use (“Terms”) govern your access to, and use of this website and any information, resources, links, or services made available through it.

By accessing or using this website, you acknowledge that you have read, understood, and agree to these Terms. If you do not agree with these Terms, please do not use this website.

1. About AWM

AWM (“AWM,” “we,” “us,” or “our”) provides third-party administration services for employee benefit programs. Depending on the services selected by an employer or plan sponsor, these services may include administration of:

- Flexible Spending Accounts (FSAs)
- Health Savings Accounts (HSAs)
- Health Reimbursement Arrangements (HRAs)
- COBRA and other continuation coverage
- Other employee benefit and reimbursement programs

The availability and terms of any benefit are determined by the applicable employer, plan sponsor, plan documents, insurance policies, custodial agreements, and applicable law.

2. Purpose of This Website

This website is intended to provide general information about AWM and the benefit administration services we provide.

Information presented on this website is provided for general informational purposes and should not be interpreted as a guarantee of coverage, eligibility, reimbursement, payment, tax treatment, or benefits.

Use of this website does not create an employer-employee, fiduciary, attorney-client, financial adviser, medical provider, or other professional relationship between you and AWM.

3. Benefit Plan Information

AWM provides administrative services based on information, plan documents, instructions, and eligibility data provided by employers, plan sponsors, participants, insurance carriers, financial institutions, and other authorized parties.

The terms of the applicable benefit plan or governing document control in the event of any inconsistency between information appearing on this website and the applicable:

- Plan document
- Summary Plan Description
- Employer plan materials
- Insurance policy or certificate
- HSA custodial agreement
- COBRA documentation
- Benefit election materials
- Other governing plan or account documents

AWM does not independently determine the terms of an employer's benefit plan unless specifically authorized to do so.

4. Eligibility and Benefit Determinations

Eligibility for a benefit program is generally determined according to the applicable plan terms and information provided by the employer or plan sponsor.

AWM may administer claims, reimbursements, elections, contributions, account transactions, COBRA notices, and other benefit-related activities according to applicable plan requirements and administrative procedures.

Nothing contained on this website constitutes a guarantee that a particular individual, expense, transaction, claim, or service is eligible for coverage, reimbursement, or payment.

5. No Legal, Tax, Financial, or Medical Advice

Information provided through this website is for general informational and administrative purposes only.

Nothing on this website constitutes legal, tax, accounting, investment, financial, or medical advice.

Benefit laws and tax rules can be complex and may change. Individuals and employers should consult their own qualified legal, tax, financial, or medical professionals regarding their particular circumstances.

AWM does not guarantee any particular tax treatment or tax consequence associated with participation in an employee benefit program.

6. Participant and Employer Portals

AWM may provide or facilitate access to online portals, mobile applications, or other technology used to administer employee benefit programs.

Some systems may be provided or hosted by third-party technology providers.

Users are responsible for:

- Maintaining the confidentiality of usernames, passwords, and other login credentials
- Providing accurate and complete information
- Promptly updating information when appropriate
- Preventing unauthorized access to their accounts
- Notifying the appropriate service provider if unauthorized activity is suspected

You may not attempt to access another person's account or use any portal or system for an unauthorized purpose.

Additional terms and privacy notices may apply to third-party portals and applications.

7. Accuracy of Information

AWM strives to provide accurate and current information. However, benefit rules, laws, regulations, plan provisions, contribution limits, tax requirements, carrier procedures, and administrative requirements may change.

We do not guarantee that all information appearing on this website will always be complete, accurate, or current.

Users should verify important benefit information with AWM, their employer, plan sponsor, applicable plan documents, carrier, financial institution, or qualified professional before making decisions based upon website information.

8. Information Submitted to AWM

You agree that information you provide to AWM will be accurate and that you have the authority to provide it.

Employers and plan sponsors are responsible for the accuracy and authorization of eligibility, enrollment, employment, contribution, termination, and other information they provide to AWM.

Participants are responsible for providing accurate information and documentation when submitting claims, reimbursement requests, elections, account information, or other benefit-related requests.

Submission of false, misleading, altered, or fraudulent information may result in denial or reversal of a transaction and may be reported or addressed as permitted or required by law.

9. Electronic Communications

When you communicate with AWM electronically, you acknowledge that electronic communications may not always be completely secure.

Users should avoid sending highly sensitive personal, financial, or health information through ordinary email or unsecured website forms unless specifically instructed to do so.

When available, secure portals or other approved methods should be used to transmit sensitive benefit information and documentation.

10. Privacy

Your use of this website is also subject to AWM's Privacy Policy.

Our Privacy Policy describes how AWM may collect, use, disclose, maintain, and protect personal information.

Additional privacy requirements may apply when AWM processes information on behalf of an employer, plan sponsor, health plan, financial institution, or other organization.

11. HIPAA and Protected Health Information

Certain services provided by AWM may involve Protected Health Information (“PHI”) that is subject to the Health Insurance Portability and Accountability Act (“HIPAA”).

When AWM performs services as a Business Associate of a HIPAA-covered entity or health plan, AWM handles applicable PHI in accordance with applicable law and the relevant Business Associate Agreement.

These Terms of Use do not replace any Notice of Privacy Practices, Business Associate Agreement, plan document, or other agreement governing the use or disclosure of PHI.

12. HSA Services

Health Savings Accounts are individually owned accounts and may involve services provided by a bank, custodian, financial institution, payment processor, or other third party.

Separate terms, custodial agreements, privacy policies, fee schedules, and other requirements may apply to those services.

AWM does not guarantee that an individual is eligible to establish or contribute to an HSA. Individuals are responsible for determining their eligibility and applicable tax consequences in consultation with appropriate professional advisers.

13. COBRA and Continuation Coverage

COBRA and other continuation coverage rights are governed by applicable law and the terms of the applicable benefit plan.

Deadlines relating to qualifying events, notices, elections, premium payments, and continuation coverage can be important.

Information appearing on this website should not be relied upon as a substitute for an individual's official COBRA election notice or other required documentation.

Participants and qualified beneficiaries are responsible for reviewing and complying with deadlines contained in their applicable notices.

14. Third-Party Websites and Services

This website may contain links to websites, portals, insurance carriers, financial institutions, benefit providers, government agencies, or other services operated by third parties.

Links are provided for convenience and informational purposes.

AWM does not control and is not responsible for the availability, content, privacy practices, security, accuracy, products, services, or policies of third-party websites.

Access to a third-party website is subject to that organization's own terms and policies.

15. Acceptable Use

You agree not to use this website or any related AWM system to:

- Violate any applicable law or regulation

- Attempt to gain unauthorized access to systems, accounts, networks, or information
- Interfere with website or system operation or security
- Introduce viruses, malware, malicious code, or other harmful material
- Attempt to circumvent security or authentication controls
- Impersonate another person or organization
- Submit fraudulent or intentionally misleading information
- Collect information about other users without authorization
- Use automated systems to access the website in a manner that disrupts its operation
- Engage in any activity that could damage AWM, its clients, participants, vendors, systems, or services

AWM may restrict or terminate access when we reasonably believe these Terms have been violated or when necessary to protect our systems, users, clients, or services.

16. Intellectual Property

Unless otherwise indicated, the content of this website, including text, graphics, logos, design elements, and other materials owned by AWM, is protected by applicable intellectual property laws.

You may view, download, or print website information for legitimate personal, or business purposes related to AWM's services.

You may not reproduce, distribute, modify, publish, sell, commercially exploit, or create derivative works from AWM-owned website content without prior authorization, except as permitted by law.

Third-party names, trademarks, logos, and materials remain the property of their respective owners.

17. Website Availability and Security

AWM seeks to maintain reliable website and service availability but does not guarantee uninterrupted access.

Access may occasionally be unavailable because of maintenance, system updates, third-party service interruptions, telecommunications failures, cybersecurity events, or circumstances beyond our reasonable control.

AWM reserves the right to modify, suspend, restrict, or discontinue portions of the website when reasonably necessary.

18. Disclaimer of Warranties

To the extent permitted by applicable law, this website and its content are provided on an “as is” and “as available” basis.

AWM does not make warranties regarding the uninterrupted availability, completeness, accuracy, reliability, or suitability of website content for any particular purpose.

Nothing in this section limits obligations that AWM may separately have under a written service agreement with a client or under applicable law.

19. Limitation of Liability

To the extent permitted by applicable law, AWM will not be liable for indirect, incidental, special, consequential, or similar damages arising solely from the use of, inability to use, or reliance upon this public website.

This limitation does not modify or supersede liability provisions contained in any separate written agreement between AWM and a client, employer, plan sponsor, participant, vendor, or other party.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited.

20. Indemnification

To the extent permitted by applicable law, you agree not to misuse this website or AWM's systems and may be responsible for losses, claims, or expenses resulting from your unlawful or unauthorized use of the website.

Nothing in this provision modifies rights or obligations established under a separate written agreement with AWM.

21. Changes to These Terms

AWM may update these Terms periodically to reflect changes in our services, technology, business practices, or legal requirements.

Updated Terms will be posted on this website with a revised effective date.

Continued use of the website following publication of revised Terms constitutes acceptance of the revised Terms to the extent permitted by applicable law.

22. Governing Law

These Terms are governed by the laws of the State of Alabama, without regard to conflict-of-law principles, except where federal law or another applicable law controls.

Any dispute concerning use of this website will be subject to applicable federal and state law and any controlling contractual provisions between the parties.

23. Contact Us

Questions regarding these Terms of Use may be directed to:

AWM

P O Box 165

Chelsea AL 35043

support@awm.cc

800.723.8908

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