

## **SBLIC Website Terms of Use**

Please read the following terms of use (collectively, these “Terms of Use”) carefully before you start to use our website (the “Website”). By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.securitybenefit.com/>, incorporated herein by reference.

When we refer to “SBLIC,” “we,” “us,” or “our” in these Terms of Use, we are referring to Security Benefit Life Insurance Company (NAIC # 68675). We are a Kansas domiciled life and health insurance company, licensed in all 49 states (all but New York) and the District of Columbia. SB's home office is located at One Security Benefit Place, Topeka, KS 66636.

If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

### **Accessing the Website and Account Security**

You must be at least 18 years old (or, if greater, the age of majority) to use this Website. We reserve the right to withdraw or amend this Website, and any service or content we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. You agree to provide us with correct, current, and complete information about you as prompted by the registration process on this Website or otherwise, including but not limited to through the use of any interactive features on the Website, and you agree to regularly update this information to maintain its accuracy and completeness.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. By continuing to use the Website following the posting of revised Terms of Use, you accept and agree to the changes.

### **No Offers**

The information contained on this Website shall not be deemed to be an offer, or the solicitation of an offer of insurance products or securities. An offer of securities can be made by prospectus only. The information contained on this Website also should not be deemed to be a transaction of business in any state where SBLIC is not licensed.

For more complete information on any annuity products discussed herein, including expenses and any applicable charges and fees, please order a free prospectus. Read each prospectus carefully before you invest or send money. For more complete information on annuities discussed herein, please see the applicable Rate Sheet.

If you are purchasing an annuity as an investment vehicle for a retirement plan that receives preferential tax treatment under the Internal Revenue Code, you should consider that an annuity does not provide any additional tax advantages to those already available through your retirement plan. However, an annuity does offer features and benefits in addition to providing tax deferral that other investments may not offer, including death benefit protection for your beneficiaries and annuity options which guarantee income for life. You should consult with your financial professional as to whether the overall benefits and costs of an annuity are appropriate considering your circumstances.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Website, or by anyone who may be informed of its contents.

### **Third Party Content**

This Website may include content provided by third parties, including content and other materials provided by third-party licensors, syndicators, aggregators, and/or reporting services. We are not responsible, and assume no liability to you or any third party, for content provided by any third party. We are not responsible for the accuracy or completeness of any such content and we reserve the right, in our sole discretion, to remove any such content at any time.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy found at <https://securitybenefit.com/legal/privacy>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Security**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other harmful code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE

CAUSED BY ANY VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

### **Links from the Website**

The Website may contain links to other websites or services provided by third parties. These links, which may include links contained in advertisements, are provided for your convenience only. We have no control over those third parties, or their websites, services or content, or how they may use your data, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites or services via a link from this Website, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies, where applicable, for such websites and services.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Permissible Uses set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, logos, service marks, trademarks, product and service names, designs, slogans, software, text, displays, images, “look and feel” attributes, video, and audio, and the design, selection, and arrangement thereof), are owned by SBLIC, its licensors, or other providers of such content and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. We

reserve all of our rights in and to this property, and will actively and aggressively enforce our intellectual property rights to the fullest extent of the law. Any use requires our written permission.

No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted herein are reserved by SBLIC.

### **Permissible Uses**

These Terms of Use permit you to use the Website for your personal and non-commercial use, and only for lawful purposes.

You may not:

- Use, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the content on our Website, for any other purpose.
- Modify copies of any content from this Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of content from this Website.

In the event of your breach of the Terms of Use or for any other reason we determine in our sole discretion, we may immediately suspend or terminate your right to use the Website. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate, among other things, copyright, trademark, and other laws.

In addition, you agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate SBLIC, an SBLIC employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm SBLIC or users of the Website or expose them to liability.
- To introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Otherwise attempt to interfere with the proper working of the Website.

### **Geographic Restrictions**

The owner of the Website is based in the State of Kansas in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. SBLIC’s products are offered ONLY in the United States.

### **Disclaimer of Warranties**

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SBLIC NOR ANY PERSON ASSOCIATED WITH SBLIC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER SBLIC NOR ANYONE ASSOCIATED WITH SBLIC REPRESENTS OR WARRANTS, OR MAKES ANY OTHER COMMITMENT, THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SBLIC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SBLIC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless SBLIC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Kansas, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other

relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Kansas law.

### **Waiver and Severability**

No waiver by us of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ours to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and SBLIC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **How to Contact Us**

If you have any questions or want to request information related to these Terms of Use, please contact us by e-mail at [legalnotice@securitybenefit.com](mailto:legalnotice@securitybenefit.com) or write to us at: Security Benefit Life Insurance Company, One Security Benefit Place, Topeka, KS 66636, Attention: Legal Department.

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