

# Annuity Rate Watch User Agreement

## THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES AND CONTENT PARTIES

### 1.1: AnnuityRateWatch.com

"AnnuityRateWatch.com" means AnnuityRateWatch.com, Inc., whose principle place of business is in Lakeville, Massachusetts with a mailing address of PO Box 1258, Middleboro, MA 02346. This agreement includes all services provided by AnnuityRateWatch.com, Inc. and its subsidiaries including new services and features that may be added in the future. This agreement replaces any previous agreement you may signed as an Individual Subscriber to "AnnuityRateWatch.com."

### 1.2: User

"User" means an individual broker being at least 18 years of age or older who accepts the terms of AnnuityRateWatch.com Individual User Agreement by signing this document and returning this document to AnnuityRateWatch.com.

## USE OF SERVICES AND CONTENT

### 2.1: Subscription(s)

Unless otherwise provided the Services and Content are purchased as subscription(s), (a) subscriptions may be added during the term at the then stated rate and (b) any added subscriptions will terminate on the same date as the underlying subscription.

### 2.2: License by AnnuityRateWatch.com to Use Content and Services

AnnuityRateWatch.com gives the user a personal worldwide, royalty-free, non-assignable and non-exclusive limited-term license under AnnuityRateWatch.com's applicable intellectual property rights, to use the Services and Content provided to you by AnnuityRateWatch.com.

### 2.3: Usage Restrictions

You will not make any Services or Content available to, or use any Services or Content for the benefit of, anyone other than yourself, (a) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in another website or database, or out sourcing offering, (b) attempt to use unauthorized access to any Service or Content or its related systems or networks (c) permit direct or indirect access to or use any Services or Content in a way that circumvents a contractual usage limit, (d) copy a Service or any part, feature, function or user interface thereof, (e) copy Content, (f) frame or mirror any part of any Service or Content, (g) access any Service or Content in order to build a competitive product or service, or (h) reverse engineer any Service, unless this is expressly permitted or required by law, or unless you have been specifically requested in writing that user may do so by AnnuityRateWatch.com, in writing.

Unless AnnuityRateWatch.com has given the user specific written permission to do so, user may not assign their rights to use the Service and Content to another party, share user's rights to use, or otherwise transfer any part of user's rights to use the Software.

### 3.1: What User May Do

User agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by AnnuityRateWatch.com, unless user has been specifically allowed to do so is a separate agreement in writing with AnnuityRateWatch.com. User specifically agree not to access (or attempt to access) any of the Services through any automated means (including user of scripts or web crawlers) and shall ensure that user comply with the instructions set out in any robots.txt file present on the Services.

### 3.2: What User Cannot Do

AnnuityRateWatch.com's single user Edition is available only to one individual broker, (not for any person affiliated directly or indirectly with any agency or company) not for company/agency use. Username and passwords cannot be shared. AnnuityRateWatch.com, user agrees that they will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. User agrees to accessing information by hand using a web browser or web application. User agrees not to pull or scrape data using software or other electronic or automated mechanisms to do so. User agrees that they will not populate any database or webservice or website with the data found on AnnuityRateWatch.com.

### 3.3: Simultaneous Use Is Not Permitted

AnnuityRateWatch.com 's single user Edition is available only to one individual broker, not for company/agency use. User is not permitted more than one simultaneous access of AnnuityRateWatch.com's single user Edition.

## 4: Disclaimer

AnnuityRateWatch.com make every effort to provide current and accurate information, however, information can change at any time and become outdated or inaccurate. The individual carriers and policy forms should be consulted for full details and to verify all rates and provisions.

## 5: Limitations of Warranties & Liability

USER EXPRESSLY UNDERSTANDS AND AGREE THAT USER'S USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK AND THAT THE SERVICES AND CONTENT ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' (UNLESS REQUESTED BY LAW.) IN PARTICULAR, ANNUITYRATEWATCH.COM, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- USER'S USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR
- ANY INFORMATION OBTAINED BY USER AS A RESULT OF USER'S USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE
- THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SERVICES PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED

USER EXPRESSLY UNDERSTAND AND AGREE THAT ANNUITYRATEWATCH.COM, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO USER FOR:

- ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF ANY RELIANCE PLACED BY USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION AS WELL AS THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

THE LIMITATIONS ON ANNUITYRATEWATCH.COM'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT ANNUITYRATEWATCH.COM HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **6: Applicable Law**

This Agreement will be governed by and construed in accordance with the laws of Massachusetts without giving effect to the principles of conflict of laws thereof, and to the extent permitted by applicable law, all parties consent to the jurisdiction of courts situated in Massachusetts in any action arising under this agreement.

## **7: Entire Understanding**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Any representation, promise, warranty, covenant or understanding not expressly set forth in this license shall not be deemed a part of the Agreement or otherwise legally effective.

## **8: Severability**

If a term of condition of this license is invalid or unenforceable, the remaining terms and conditions will remain in full force and effect.

## **9: Security**

User agrees and understands that user is responsible for maintaining the confidentiality of passwords associated with any account user uses to access AnnuityRateWatch.com individual subscriber's Service. Accordingly, user agrees that user will be solely responsible to AnnuityRateWatch.com for all activities that occur under user's account. If user becomes aware of any unauthorized use of user's password or of user's account, user agrees to notify AnnuityRateWatch.com immediately.

## **10: Indemnification**

Excluding claims arising out of or relating to the violation by AnnuityRateWatch.com or the information Partner of any third party copyright, trade secrets, or trademark, the Customer, to the extent permitted by applicable law, agrees to indemnify AnnuityRateWatch.com and the Information Partner and hold them harmless from and against any and all claims of the Customer, Authorized Users or other third parties arising out of or related to the use of the licensed materials, regardless of whether such claims were foreseeable by AnnuityRateWatch.com or the Information Partner. The provisions of this Paragraph 9 will survive any termination.

## **11: Termination**

If the user wishes to terminate their relationship with AnnuityRateWatch.com, user must do so by logging into user's account and choosing "My Account" from the menu; then choose "Subscriptions" and click to cancel the subscription(s) user wish to terminate. User's access will continue until the end of your current renewal period.

For security and accuracy, AnnuityRateWatch.com cannot accept e-mails, phone calls, voice mails or submissions from our Contact-U's or any other page to cancel a subscription.

AnnuityRateWatch.com may at any time, terminate its legal agreement with user if you have breached any provision of the AnnuityRateWatch.com Individual Subscriber User Agreement (or have acted in any manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the AnnuityRateWatch.com Individual Subscriber User Agreement) including failure to pay for the Services.

any termination, whether or not for breach, will not effect any obligation or liability of a user arising prior to termination.

## **12: Taxes**

Our Subscription dose not include any taxes, levis, duties or similar governmental assessments of any nature, including, for example any sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "TAXES"). You are responsible for paying all Taxes associated with Your Subscription hereunder. If we have the legal obligation to pay or collect Taxes for which You are responsible under this section, AnnuityRateWatch.com will invoice You and You the User will pay that amount unless You provide AnnuityRateWatch.com with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **13: User Liability**

User agrees to pay all AnnuityRateWatch.com legal and court fees if user is found to have breached any provision of the AnnuityRateWatch.com Individual Subscriber User Agreement.