



eLife Website Terms of Use

The following terms apply between you and eLife, LLC (“eLife”, “We”, “Our” or “Us”) whenever you use the eLife website and/or eLife’s life insurance distribution platform within it (“Website”). By using the Website you acknowledge that you have read and agree to be bound by these terms and will comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Website. These Terms of Use are a legally binding contract between you and eLife regarding your use of the Service.

Service Overview

eLife provides a service where consumers can purchase life insurance if qualified (“Service”). eLife is not an insurance company. It introduces users to insurance and related products offered by third parties.

Eligibility

You must be at least 18 years of age to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms individually and on behalf of that organization.

Accounts and Registration

You can browse products without registering, but in order to purchase any product you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at customerservice@elifesolutions.com.

Payment

If you provide payment information for purchasing or applying for a product, then you will pay the applicable company that provides such product.

Credit card or other payment information you provide to us will be held securely by our payment services provider. No credit card information is stored by eLife.

Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- sell or otherwise transfer the access granted under these Terms or any right or ability to view, access, or use any materials on this Website;
- use data mining, robots, or other data gathering devices on or through the Service;
- attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

Third-Party Services and Linked Websites

eLife may provide tools through the Service that enables you to export information to insurance companies to which you apply for coverage. By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third-party service provider's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and you agree we are not responsible for their content.

Termination of Use; Discontinuation and Modification of the Service

You may terminate your account at any time by contacting customer service, including by emailing customerservice@elifesolutions.com. If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, eLife may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. You agree we will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

Modification of these Terms

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you may be required to indicate your assent to the modified Terms. Notwithstanding the foregoing, any use of the Service after the Terms are modified constitutes your acceptance of the modified Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Ownership; Proprietary Rights

The Service is owned and operated by eLife. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by eLife are protected by intellectual property and other laws. All materials included in the Service are the property of eLife or our third-party licensors. Except as expressly authorized by eLife, you may not make use of the materials. eLife reserves all rights to the materials not granted expressly in these Terms.

Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant eLife an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

Indemnity

To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify eLife and its officers, directors, employees, consultants, affiliates, subsidiaries, agents, business partners and other third parties permitted to receive your information under eLife Privacy Policy (together, the "**eLife Entities**") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE eLIFE ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE eLIFE ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE eLIFE ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER SERVICE USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE eLIFE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY eLIFE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS PROVIDED IN THESE TERMS, THE AGGREGATE POTENTIAL LIABILITY OF THE eLIFE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

No Advice

Reliance on any information provided by eLife, eLife employees, or other visitors to the Service, including any materials on this Website, is solely at your own risk. Furthermore, eLife does not provide tax, legal, financial planning or investment advice.

Governing Law

These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and eLife agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the State of Delaware for the purpose of litigating any dispute.

General

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms (including in the case of agents, or other business partners of eLife, any General Agents Agreement or Producer Agreement relating to the Service provided on this Website), are the entire and exclusive understanding and agreement between you and eLife regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the fullest extent permitted by law, and the remaining parts will remain in full force and effect. Upon termination of these Terms, those provisions which by their nature, including the Privacy Policy and any other accompanying agreements, will survive termination.

Dispute Resolution and Arbitration

A dispute to which these terms apply will be referred for mediation to a mediator agreed upon by the parties to the dispute. Failing agreement by the parties to a mediator within 10 business days from the date of notice of dispute, the parties will submit the dispute for mediation with the American Arbitration Association, pursuant to its Commercial Arbitration Rules and Mediation Procedures. The mediation shall be subject to the following conditions:

- the Parties hereto shall enter into mediation in good faith with the objective of resolving the dispute;
- the Parties hereto shall share equally the fees of the mediator;
- the mediator shall endeavor to facilitate an agreement between the Parties within fourteen (14) days or such other timeframe as reasonably agreed between the Parties;
- the mediation shall take place at such location, including by remote or virtual means, as mutually agreed upon by the Parties at the time of determining a mediator; or, if the Parties cannot agree as to a location, then as otherwise designated, by the American Arbitration Association.

In the event the parties are unable to resolve a Dispute through the mediation process set forth above, the parties shall submit the dispute to binding arbitration before the American Arbitration Association, pursuant to its Commercial Arbitration Rules and Mediation Procedures. EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. THIS WAIVER APPLIES TO ANY PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

If Confidential Information is used in court or arbitration, it shall be under seal.

Consent to Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Privacy Policy

You can learn about our commitment to privacy with this Policy describing how we collect, use, share and secure the personal information you provide. It also describes your choices regarding use, access and correction of your personal information. At eLife, we are strongly committed to protecting your privacy. Where you are an insurance policy applicant, we use your personal information to help you find and, if you choose to do so, apply for life insurance and process your application (including in accordance with the application form's information release authorization or similar). We only use and disclose your personal information in accordance with our Privacy Policy.

Personal information means that can identify you as a specific individual and includes any information about your health or medical history that you may provide us in a life insurance application or any financial or other protected health information or sensitive personal information that you may provide us. If you provide information directly to one of our partners or any other third party, then your information would be governed by such other party's privacy policy.

When and why we share personal information

We do not disclose your personal information to third parties, unless one of the following limited exceptions applies.

Insurance Companies, Licensed Agents and Business Partners, Administrators, and Government-run Exchanges and Entities

If you submit an application for an insurance product offered by us, then we will disclose your personal information to your chosen insurance company to process your application. If you submit a request for information or an application for an insurance product offered through an insurance agent, agency or other business partner with whom we associate or contract, then we may disclose your personal information to that agent, agency or business partner to process your request for information or application or to otherwise provide you with information about insurance products (including contacting you by telephone, email, or otherwise to discuss insurance products in which you may be interested). Please be assured that these partners are only allowed to use your personal information to process your requested quote or application and are legally obligated to maintain strict confidentiality.

Where you are an agent using the Website to offer insurance policies, we will use and disclose your personal information in order to provide you with our relevant Website services and you must ensure your compliance with our relevant terms.

Service Providers

We may disclose your personal information to other companies that help us to process or service any application you begin, process or submit through us, or to correspond with you. Please be assured that the companies we

hire to process or service your insurance application or correspond with you are not allowed to use your personal information for their own purposes and are contractually obligated to maintain strict confidentiality.

Legal Obligations

In certain situations, eLife may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.) We may also disclose your personal information as required by law, such as to comply with a subpoena, or similar legal process. We may disclose or report your personal information when we believe, in good faith, that the disclosure is required or permitted under law, for example, to cooperate with regulators or law enforcement authorities, to resolve consumer disputes, to protect our rights, to protect your safety or the safety of others, to investigate fraud, or to otherwise respond to a government request.

Types of information we collect

We collect personal information in the normal course of business in order to process your insurance application and to serve you better.

Applying for Life Insurance and Other Products

If you apply for a life insurance or other product through our Website, we may ask you to provide us with personal information and/or health information relating to you and any family member who will be included on your application. This information will be used by your chosen insurance company, agent, administrator or entity to process your application. Additionally, we may ask you to provide us with your credit card, bank information and social security number, which will be used by your chosen insurance company or our third party provider to process your application or collect any fees associated with your application or insurance premiums upon approval of your application.

Third Party Data

We may receive information about you from other sources, including publicly available databases or third parties from whom we have obtained data, and combine this data with information we already have about you. This helps us to update, expand and analyze our records, identify new customers, and provide products and services that may be of interest to you. Examples of the types of personal information that may be obtained from public sources or third parties and combined with information we already have about you, may include: (a) address information from third party sources to verify your address so we can properly communicate with you and to prevent fraud and/or (b) identity information from third party sources for the purpose of verifying your identity.

Security and storage of personal information

We protect the confidentiality and security of your personal information.

We maintain generally accepted standards for physical, electronic and procedural safeguards to protect your personal information.

We continue to evaluate our efforts to protect your personal information and make every effort to keep your personal information accurate and up to date.

- We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreement.
- Please note that once your application has been submitted to your chosen life insurance company or any other relevant party you may have to contact the insurance company or such other party directly to update your application.

Tracking technologies / Cookies

Cookies or similar technologies are used by us and our business partners, affiliates, and/or analytics or service providers. These technologies are used in analyzing trends, administering this and other sites, tracking users' movements around this site and other sites, customizing content on this and other sites, and gathering information about our user base. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis. We use cookies on our site for various purposes such as user authentication, user preferences, our shopping experience, and customizing user experiences. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited.

We use Local Storage, such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use Local Storage Objects (LSOs) such as HTML 5 or Flash to collect and store information. Various browsers may offer their own management tools for removing HTML5 LSOs. To manage Flash LSOs please click [here](#).

Browsers and Internet Security

Any time you enter or provide personal information and sensitive information (such as credit card number and social security number) in our Website, we encrypt it using Secure Socket Layer ("SSL") technology. SSL protects information as it crosses the Internet. To support this technology, you need an SSL-capable browser. eLife recommends using encryption at least as strong as the 128-bit encryption available in browsers such as recent versions of Microsoft's Internet Explorer or Google's Chrome browser. These browsers will activate SSL automatically whenever you begin shopping for a plan on our Website and when you return to our Website to complete an application.

In most browsers, you will see either a locked padlock or a key icon to indicate your session connection is taking place via a secure server. This icon indicates you are visiting a secure area within a Website. If you need a strong encryption browser, you can go to the Microsoft Website or the Google Website to download the latest Internet Explorer or Chrome browser. We do not recommend the use of beta browser versions.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

Your Password and Other Security Issues

The password you enter when you begin an application on our Website is your private entry key into your application. You should never share it with anyone.

If you forget your password, we can send your password through email (provided that you gave us your email address as your user ID when you created an account on our Website).

Security Risk of Using Non-Approved Automated Software Applications

For security reasons to guard the safety of your data, access to this Website is limited to SSL-capable browsers such as recent versions of Microsoft's Internet Explorer or Google's Chrome. Under no circumstance should you use any software, program, application or any other device to access or log-in to the eLife Website, or to automate the process of obtaining, downloading, transferring or transmitting any content to or from our computer systems, Website or proprietary software.

Widgets

Our Website includes widgets that may run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Widgets are either hosted by a third party or hosted directly on our website. Your interactions with these widgets are governed by the privacy policy of the company providing it.

Contact Information

The Service is offered by eLife LLC. You may contact us by sending correspondence to that address or by emailing us at customerservice@elifesolutions.com.