

Terms of Use

1. Introduction and Acceptance

Please read these Terms of Use carefully before using this website (hereinafter "this website"). By accessing and/or using this website (other than to read these Terms of Use for the first time) you are agreeing to comply with these Terms of Use, which may change from time to time as set forth in section 12 below. If you do not agree to be bound by these Terms of Use, do not access or use this website.

You agree that these Terms of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of this website and the materials and information available on the same.

In addition to these Terms of Use, Fidelity Security Life Insurance Company (hereinafter, "our", "us", "we", or "FSL") has established a Privacy Policy to explain how user information is collected and used by FSL. A copy of this Privacy Policy can be found on this website and is incorporated by reference into these Terms of Use. By accessing or using this website, you are signifying your acknowledgement and agreement to our Privacy Policy.

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This website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, videos, sounds, music, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all copyrights, trademarks, service marks, and trade names that may appear on this website are owned by us, our licensors, or both. You shall not acquire any right, title or interest in this website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

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2. Furthermore, except as expressly permitted in these Terms of Use, you may not:
 1. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on this website or Website Content;
 2. circumvent, disable or otherwise interfere with security-related features of this website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or Website Content;
 3. use an automatic device (such as a robot or spider) or manual process to copy this website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, we grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from this website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
 4. collect or harvest any personally identifiable information from this website including, without limitation, user names, passwords, email addresses;
 5. solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
 6. attempt to or interfere with the proper working of this website or impair, overburden, or disable the same;
 7. decompile, reverse engineer, or disassemble any portion of this website;
 8. use network-monitoring software to determine architecture of or extract usage data from any of this website;
 9. encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity;
 10. engage in any conduct that restricts or inhibits any other user from using or enjoying this website.
3. You agree to cooperate fully with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

4. **User Registration**

User Registration is not required In order to access or use this website.

5. User Content

1. We may now or in the future permit users to post, upload, transmit through, or otherwise make available on this website (collectively, "submit") messages, templates, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content"). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on this website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.
2. You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.
3. You represent, warrant, and covenant that you will not submit any User Content that:
 1. violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
 2. impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
 3. encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
 4. is an advertisement for goods or services or a solicitation of funds;
 5. includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
 6. contains a formula, instruction, or advice that could cause harm or injury; or
 7. is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying this website will not be permitted.

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5. By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content.
6. We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

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7. **Indemnification**

You agree to indemnify and hold harmless FTJ and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of any of this website; (ii) any actual or alleged violation or breach by you of these Terms of Use; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

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10. **Termination**

1. We reserve the right in our sole discretion and at any time to suspend or terminate your access to this website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of

Use. You agree that FSL shall not be liable to you or any third for suspending or terminating your access to this website. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination shall survive including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 17.

11. Choice of Law

These Terms of Use shall be construed in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Any action arising out of your use of this website or these Terms and Conditions shall be brought in any state or federal court located in Jackson County, Missouri.

12. Amendment; Additional Terms

1. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of this website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of this website generally, unique parts of this website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.
2. Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on this website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and this website from time to time for any changes or Additional Terms. Your access and use of any of this website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms your only recourse is to immediately discontinue use of this website.

13. Miscellaneous

1. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

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3. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

14. Notices

All notices, requests, and communications hereunder shall be in writing, and any such notice, request or other communication shall be deemed to have been given or made when delivered by hand, transmitted by fax and confirmed or, in the case of delivery by mail, when deposited in the mail, certified mail, return receipt requested, postage prepaid, to: Fidelity Security Life Insurance Company, 3130 Broadway, Kansas City, MO 64111.