



Terms and Conditions

Legal Notices

We, the Operators of this Website, provide it as a public service to our users. Please carefully review the following basic rules that govern your use of the Website. Please note that your use of the Website constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use. If you (the "User") do not agree to them, do not use the Website, download any materials from the Site, or interface with the Website in any way.

The Operators reserve the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the Website following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as updated or modified. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the Website.

The Operators reserve the right to seek any remedy available at law or in equity for any violation of these Terms and Conditions, including, but not limited to, the right to block access from a particular Internet address to this Site.

These Terms and Conditions of Use apply to the use of the Website and do not extend to any linked third-party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement (the "Agreement") between you and the Operators with respect to the Website. Any rights not expressly granted herein are reserved.

Limitation of Operator's Liability

The Operators expressly disclaim all warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security and accuracy. Information in this Site may contain inaccuracies or errors and may be changed or updated without notice. The Operators have no obligation to update information on this Site, so such information may be out of date at any given time. The Operators may make improvements or changes in products described on this Site at any time without notice.

The Operators specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damage arising out of or in any way connected with access to or use of this Site (even if the Operators have been advised of the possibility of any such damage), including any liability



associated with any virus that may infect a User's computer equipment. User agrees that under no circumstances and under no legal or equitable theory, whether in tort, contract, negligence, strict liability or otherwise, will the Operators or any of their agents, vendors or suppliers be liable for any indirect, special, incidental or consequential loss or damage of any nature arising out of or in connection with the use or any inability to use the Website. It is the responsibility of each User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Site.

The Operators total cumulative liability for any and all claims in connection with the Website will not exceed five U.S. dollars (\$5.00 USD) OR six dollars and thirty-six cents (\$6.36 CAD). User agrees and acknowledges that the foregoing limitations on liability are an essential basis of the bargain and that the operators would not provide the website absent such limitation.

Permitted and Prohibited Uses

User may use the Website for the sole purpose of sharing and exchanging ideas with other Users. You may not use the Website to violate any applicable provincial, local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, or the System for Electronic Document Analysis and Retrieval of Canada, any rules of any national or other securities exchange, and any U.S. and Canadian laws, rules, and regulations governing the export and re-export of commodities or technical data.

User may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the Website any information the disclosure of which would constitute a violation of any confidentiality obligations the User may have.

User may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Website.

User is strictly prohibited from communicating on or through the Website any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

User is expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact



information that may appear on the Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

Users are expressly prohibited from distributing Users' personal information to third-parties for marketing purposes. The Operators shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms and Conditions of Use, and the Operators reserve the right to terminate or suspend such User's access to and use of the Website and to suspend or revoke your membership in the consortium without refund of any membership dues paid.

The Operators note that unauthorized use of Users' personal information in connection with unsolicited marketing correspondence may constitute violations of various state and federal anti-spam statutes. The Operators reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and the Operators will fully cooperate with any authorities investigating violations of these laws.

User Submissions

The Operators do not want to receive confidential or proprietary information from you through the Website. Any material, information, or other communication you transmit or post ("Contributions") to the Website will be considered non-confidential and non-proprietary in nature.

If the User works for a company or at a university, it is possible that the User is not the copyright holder of anything User makes, even in the User's free time. Before making contributions to this site, the User should get written permission from the employer/university.

Our Products and Services

The information and material provided on the Site is intended for general reference only, and may not describe all of the terms, conditions, and exceptions applicable to the products and services offered by the Operators on this Site. All coverages are subject to the terms and conditions of the insurance policies or annuities, and/or other products and services offered by the Operators. Coverages and the terms and conditions of the insurance policies or annuities, and/or other products and services offered may vary by state, province or country and the User's individual circumstances, and additional minimum coverage limits may be required in Your state, province or country. The products



and services offered on the Site are only available in the jurisdictions in which We are properly licensed.

The User's request to purchase a product or service represents an offer by the User and will be subject to the terms and conditions of that product or service that the Operators may accept or reject. After the User makes a request through the Site to purchase the product or service, then assuming such product or service is available to the User and the User's offer is accepted, the User will receive confirmation of the User's purchase.

User Discussion Lists and Forums

The Operators may, but are not obligated to, monitor or review any areas on the Website where users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the Website at their discretion at any time.

Use of Personally Identifiable Information

Information submitted to the Website is governed according to the Operator's current Privacy Policy and the stated license of this website.

The Users agree to provide true, accurate, current, and complete information when registering with the Website. It is the User's responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If the User provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, the Operators reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Website.

Although sections of the Website may be viewed simply by visiting the Website, in order to access some Content and/or additional features offered at the Website, you may need to sign on as a guest or register as a member. If the User creates an account for use of a profile on the Website, the User may be asked to supply your name, address, a User ID and password. The User is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur in connection with your password or account. The User agrees to immediately notify us of any unauthorized use of either your password or account or any other breach of security. The User further agrees that the User will not permit others, including those whose accounts have been terminated, to access the Website using the User's account or User ID. The Users grant the Operators



and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to the User. The Operators cannot and do not assume any responsibility or liability for any information the User submits, or for any third party use or misuse of information transmitted or received using the Website. To learn more about how the Operators protect the privacy of the personal information in the User's account, please visit our Privacy Policy.

Indemnification

To the extent permitted by law, the User agrees to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Website, including, without limitation, your violation of these Terms and Conditions, the infringement by the User, or any other subscriber or user of the User's account, of any intellectual property right or other right of any person or entity.

Termination

These Terms and Conditions of Use are effective until terminated by either party. If the User no longer agrees to be bound by these Terms and Conditions, the User must cease use of the Website. If the User is dissatisfied with the Website, the content, or any of these terms, conditions, and policies, User's sole legal or equitable remedy is to discontinue using the Website. The Operators reserve the right to terminate or suspend the User's access to and use of the Website, or parts of the Website, without notice, if the Operators believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operators have reason to believe that the User is in violation of these Terms and Conditions of Use.

Children's Online Privacy

We do not knowingly collect personal information from anyone under the age of 13. If You are under the age of 13, You must not use the Site.

Warranty Disclaimer

The website and associated materials are provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, the operators disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement of intellectual property. The Operators make no representations or warranty that the website will meet your requirements, or that your



use of the website will be uninterrupted, timely, secure, or error free; nor do the operators make any representation or warranty as to the results that may be obtained from the use of the website. The Operators make no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, or products included on the website.

In no event shall the Operators or any of their agents, vendors or suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use, misuse of or inability to use the website, even if the operators have been advised of the possibility of such damages. This disclaimer constitutes an essential part of this agreement. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

The User understands and agrees that any content downloaded or otherwise obtained through the use of the website is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data or business interruption that results from the download of content. The Operators shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced in or appearing on the Website. The Users' participation in the Website is solely at your own risk. No advice or information, whether oral or written, obtained by you from the operators or through the operators, their employees, or third parties shall create any warranty not expressly made herein. The Users acknowledge, by use of the Website, that use of the Website is at the sole risk to the User.

General

The Website is hosted in the United States. The Operators make no claims that the Content on the Website is appropriate or may be downloaded outside of the United States and Canada. Access to the Content may not be legal by certain persons or in certain countries. If the User accesses the Website from outside the United States or Canada, the User does so at their own risk and is responsible for compliance with the laws of the User's jurisdiction. A party may give notice to the other party only in writing at that party's principal place of business, attention of that party's principal legal officer, or at such other address or by such other method as the party shall specify in writing. Notice shall be deemed given upon personal delivery or facsimile, or, if sent by certified mail with postage prepaid, 5 business days after the date of mailing, or, if sent by international overnight courier with postage prepaid, 7 business days after the date of mailing. If any provision herein is held to be unenforceable, the remaining provisions will continue in full force without being affected in any way. Further, the parties agree to replace such unenforceable provision with an enforceable provision that most closely approximates the intent and economic effect of the unenforceable provision. Section headings are for reference



purposes only and do not define, limit, construe or describe the scope or extent of such section. The failure of the Operators to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the Operators' rights with respect to such breach or any subsequent breaches. Any action or proceeding arising out of or related to this Agreement or use of the Website must be brought in the state or federal courts of Pennington County, South Dakota, and you consent to the exclusive personal jurisdiction and venue of such courts. The User agrees that South Dakota substantive law will apply to the resolution of any such dispute without regard to conflict of law principles. Any cause of action the User may have with respect to the use of the Website must be commenced within one (1) year after the claim or cause of action arises. These Terms set forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties, as to their subject matter. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any other or subsequent breach.

Links to Other Materials

The Website may contain links to sites owned or operated by independent third parties. The User may leave this Site and access other sites on the World Wide Web that MyCoda does not maintain. These links are provided for the User's convenience and reference only. The Operators do not control such sites and, therefore, the Operators are not responsible for any content posted on these sites. The Operators disclaim any responsibility for such other sites. The fact that the Operators offer such links should not be construed in any way as an endorsement, authorization, or sponsorship of that site, its content or the companies or products referenced therein, and the Operators reserve the right to note its lack of affiliation, sponsorship, or endorsement on the Website. If you decide to access any of the third-party sites linked to by the Website, you do this entirely at your own risk. Because some sites employ automated search results or otherwise link you to sites containing information that may be deemed inappropriate or offensive, the Operators cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third-party sites, and the User hereby irrevocably waives any claim against The Operators with respect to such sites.

Monitoring of Telephone Calls and Emails

Telephone calls, text messages and email correspondence with the Operators as a result of User access to the Site may be recorded for training, administrative and security purposes, and as otherwise permitted by law. By using such communication methods Users are consenting to such activities taking place.

Emails and Data Protection



Please note that there is no guarantee that any e-mail sent to this site will be received by the Operators or that the message will remain confidential while being transmitted. User email address and the content of User email may be shared with, or disclosed, to third parties, who are necessary to address the content of the User's email, and as otherwise permitted by law. The Operators may retain the content of the form or email, the email address and response. This enables the Operators to retain an audit trail of contact and provide the User with the product, service or information the User may have requested.

Notification of Possible Copyright Infringement

In the event you believe that material or content published on the Website may infringe on your copyright or that of another, please contact us.

Ownership

The design, text, and images of this Site are owned, controlled or licensed by the Operators. The Operators retain all rights, titles and interest to all materials provide on this Site. The posting of information and material on this Site does not constitute a waiver by the Operators of any rights in such material and does not transfer any rights to any User of the Site.

Privacy

For review of our privacy policies, please refer to the MyCoda Privacy Policy.