

# Terms of Use

Revised Date: April 12, 2018

## PLEASE READ THESE TERMS OF USE CAREFULLY

### 1. Acceptance of Terms

The website, along with various content, features, tools, insurance products and services, as well as other materials offered or available in connection with the website (“Site”) are provided by United Home Life Insurance Company/ United Farm Family Life Insurance Company (collectively, “we,” “us,” or “our”). These Terms of Use constitute a legally binding agreement made between us and visitors, customers, policy owners, insureds, independent insurance producers, and other users, whether personally or on behalf of an entity, (“you” or “your”) of the Site. Please read these Terms of Use carefully before using the Site. In consideration of your using the Site, you acknowledge the importance of protecting the integrity of the Site for all users and you expressly agree to be bound by these Terms of Use and our privacy policy and you further agree to follow any additional rules, requirements, practices, and guidelines that are posted on the Site from time to time. **YOUR USE OF THE SITE IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, DO NOT USE THE SITE.** The Site is provided for general informational purposes only and does not constitute legal, tax, accounting, or other professional advice of any kind.

### 2. Accuracy and Modification to Terms

Although we strive to provide accurate, reliable, and credible information on the Site, certain information available through the Site is subject to change and may not be accurate, complete or current. We are not responsible if information on the Site is inaccurate, incomplete, or out-of-date. We reserve the right to change, modify, or remove any of the terms and conditions contained in these Terms of Use at any time or for any reason at our sole discretion. However, we have no obligation to update the information on the Site. We shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site. Any changes or modifications will be effective immediately upon posting the revised Terms of Use on the Site and you waive any right to receive a specific notice of each such change or modification. Your continued use of the Site after such posting means you accept and agree to be bound by the modified Terms of Use. We encourage you to periodically review these Terms of Use to stay informed of updates.

### 3. License to Use Site

The Site is intended for users who are at least 18 years old. Subject to full compliance with these Terms of Use, we grant you a limited, nonexclusive, nontransferable, nonassignable, revocable license to access and use the Site for your general informational use only, provided that you agree NOT to:

- Download any portion of the Site, except as expressly permitted on the Site.
- Republish, incorporate, or otherwise use the Site or reproduce, distribute, publicly perform, or publicly display any information on the Site without our written consent.
- Use data mining, scraping, or other data gathering or extraction methods on the Site.
- Modify or otherwise make any derivative use of the Site.

# Terms of Use

- Resell or use the Site for commercial use without our express written consent.
- Use the Site to gain advertising or subscription revenue.
- Sell advertising on the Site or to any other website.
- Use the Site in any way that we find, in our sole discretion, competes with or displaces the market for the Site.
- Use the Site in any way that violates any applicable federal, state, local or international law.
- Use the Site to engage in any conduct that harasses, intimidates, bullies, or otherwise restricts or inhibits the use or enjoyment of the Site by any other user, or which we find, in our sole discretion, harms us or users of the Site.
- Introduce any virus, Trojan horse, worm, or other malicious technology to the Site, or launch any kind of denial-of-service attack on the Site, or otherwise attempt to interfere with the proper operation of the Site.
- Misrepresent your identity or provide us with false information about yourself or others in any portion of the Site.

Any use of the Site other than as specifically authorized in these Terms of Use is strictly prohibited and will terminate the license granted in these Terms of Use. In addition, we reserve the right to refuse to grant access to or use of the Site to any person for any reason at any time.

## 4. Copyright Policy

Unless otherwise indicated, the Site is our proprietary property and protected by United States and international copyright laws. All rights are reserved. Nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. We respect the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws, we strive to remove any infringing material from the Site. If you believe that anything on the Site infringes upon any copyright which you own or control, you may call us at 800-428-3001 for information about filing a notification of such infringement with us. Please see 17 U.S.C. 512(c)(3) for the requirements of a proper takedown notification. If you knowingly misrepresent in your notification that the material is infringing, you will be liable for any damages, including costs and attorney fees, incurred by us or the alleged infringer as the result of our reliance on such misrepresentation in removing or disabling access to the material claimed to be infringing.

## 5. Trademarks

The Site includes both registered and unregistered trademarks, service marks, logos, slogans, and designs that are our property and subject to and protected by the copyright, trademark, and intellectual property laws of the United States and may not be copied, imitated, or used by you. In addition, the look and feel of the Site is our service mark, trademark and/or trade dress and may not be copied, imitated or used by you. All other trademarks, service marks, product names, and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, or other information, by trade name, trademark, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. You may browse the Site, download and print content if you keep intact all copyright, proprietary statements and trademark notices. No reproduction of any

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part of the Site may be distributed for commercial gain nor shall it be sold, modified or incorporated in any other work, publication, or website.

## 6. Links

You may not use our logo or any other proprietary graphic to link to the Site; however, we permit text links to content on the Site, provided: (a) the purpose of the link is not to damage the reputation of the Site, its representatives, or users; (b) the appearance of the link does not imply an association with us or the Site that does not exist; and (c) when accessed, the link must open in full-screen, and not as a frame on the linked website. Third party websites are not under our control and we are not responsible for the quality, content, nature, or reliability of third-party websites accessible by link from the Site or websites linking to the Site. We may provide links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by us of any website. By using the Site, you expressly relieve us from any liability arising from your use of third-party websites. When you leave the Site, you should be aware that our terms and policies will no longer apply.

## 7. Submissions

You acknowledge and agree that any feedback, comments, questions, suggestions, ideas, or other communication or materials (collectively, "Submissions") regarding the Site provided by you as a submission to us will become our sole property. We will own exclusive rights, including all intellectual property rights, and we will be entitled to the unrestricted use and dissemination of all Submissions for any lawful purpose without acknowledgment to you or payment of any compensation. You hereby waive your moral rights to any Submissions and you hereby warrant that any Submission is original with you or that you have the legal right to make the Submission. You agree that you will have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us. We are under no obligation to use any Submission.

## 8. Electronic Communications

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

## 9. Your Warranties and Representations

You warrant and represent that you have the right and legal capacity to agree to and comply with these Terms of Use. You affirm that you are 18 years of age or older and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and you agree to abide by and comply with these Terms of Use. Further, you warrant and represent that you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise. If you are using the Site on behalf of a third party, you warrant that you are the authorized representative of that third party and have the authority to bind that third party to these Terms of Use. You warrant and represent that you will provide the most current, accurate, and complete information about yourself and/or others when interacting with us or the Site. You are responsible for your use of the Site. We will not be responsible or liable for inaccurate, outdated, false, or misleading information created by you or any other user of the Site. You are cautioned to independently confirm and verify the data presented by other users of the Site. To the

# Terms of Use

maximum extent permitted by law, you expressly waive all claims against us, our employees, and agents that may arise from your use or access to the Site.

## 10. Disclaimer

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## 11. Changes, Interruptions and Termination

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time and for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site. We may block, deny, terminate, suspend, or limit your access to or use of the Site in our sole discretion, at any time or for any reason and without notice or liability. We have no responsibility or obligation to maintain the information on the Site or to supply any corrections, updates, or releases in connection therewith.

## 12. Limitation of Liability

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM US OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM AN ACT OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR INFORMATION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF LIMITATION OF CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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## 13. Indemnification

You agree to defend, indemnify, and hold us harmless from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees), which arise from: (a) Your use of and access to the Site; (b) your violation of these Terms of Use; (c) your violation of the rights of a third party, including by not limited to intellectual property rights; or (d) any act or omission by you related to the Site.

## 14. Privacy

Protecting privacy of information is an important priority for us. Refer to our Privacy Policy to learn how we use, and disclose information collected on the Site. Please be advised the Site is hosted in the United States. We do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us on the Site, we will delete that information as quickly as is reasonably practical.

## 15. Governing Law

These Terms of Service and your use of the Site are governed by and construed in accordance with the laws of the State of Indiana applicable to agreements made and to be entirely performed within the State of Indiana, without resort to its conflict of law principles.

## 16. Severability

If any provision of these Terms of Use is deemed unlawful, invalid, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the legality, validity, and enforceability of any remaining provisions of these Terms of Use. Our failure to enforce any particular term will not be construed as a waiver of any of our rights under these Terms of Use.

## 17. Questions and Comments

If you have any questions, comments, or want to report a violation regarding these Terms of Use, please call us at 800-428-3001.