

# Disclosure Relating to Electronic Services - Online Services Agreement.

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## TERMS AND CONDITIONS

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**Governing Law:** Use of this website and the Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to any principles of conflicts of laws, unless otherwise specified in an applicable Product Agreement. The Uniform Computer Information Transactions Act or any substantially similar law, if enacted, will not govern any aspect of these Terms and Conditions, your access to this website or the Agreement.

**Jurisdiction and Venue:** If any claim or dispute under these Terms and Conditions or the Agreement arises, then the exclusive jurisdiction and venue shall be with a court of competent jurisdiction in Frederick County, Maryland. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.

**Severability:** If any provision of these Terms and Conditions or the Agreement is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.

**Waivers:** Any waiver of any provision of these Terms and Conditions or the Agreement will be effective only if in writing and signed by an authorized representative of LGA. Any delay or omission by LGA to exercise any rights under these Terms and Conditions or the Agreement shall not be construed to waive any rights.

**Section Headings:** The section titles and the section headings are not part of the Agreement and are not to be used in interpreting the terms of the Agreement.

**Conflicts:** In the event of a conflict between these Terms and Conditions or the Agreement and your Product Agreement, the Product Agreement shall control.

**Changes:** LGA reserves the right to change the content on this website and these Terms and Conditions from time to time at any time without prior notice. The changes may include superseding terms and conditions or specific notices. YOU SHOULD REVIEW THESE TERMS AND CONDITIONS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. Your continued use of this website constitutes your acceptance of any change or update, all of which shall become controlling when posted.

**Termination and Survival:** LGA reserves the right in its sole discretion to terminate or restrict your use of all or any part of the website, without notice, for any or no reason, and without liability to you or anyone else. Certain provisions of this Agreement by their nature shall continue in full force and effect after termination, including authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction/Enforceability.

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**PATRIOT Act:** Federal law requires LGA to obtain, and in certain other circumstances, verify and record your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.

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**Children:** This website does not intend to market any LGA products or services to children under thirteen (13) years of age. LGA does not knowingly gather or solicit data from children under thirteen (13) years of age through this website for marketing purposes. By using this website you represent that you are not under thirteen (13) years of age.

**FRAUD WARNING and False Information:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

You may not intentionally provide any false information when you register for this Site, apply for products or services from LGA, post comments on this Site or on LGA-sponsored web pages, or complete your registration or profile.

**Prior Consent:** Prior to consenting to this Agreement you must be informed of:

- (a) the option to receive a paper or non-electronic form of the record and the transactions or category of records that may be provided;
- (b) your right as a consumer to withdraw this consent along with any of the conditions, consequences or fees in the event of such a withdrawal request and the procedures necessary to withdraw;
- (c) the procedure for requesting a paper copy of an electronic record (and any fees associated with such request);
- (d) hardware and software requirements for access to and retention of electronic records; and
- (e) your responsibility to provide proof of your ability to access the information and electronically consent to all of these.

**Receiving a Paper Copy:** You have the right to receive a paper copy of the Legal & General America Online Service Agreement and any communication or transaction conducted under this Agreement. You may request a paper copy of this Agreement at no charge in one of the following ways: send an electronic mail message ("E-mail") with your name and e-mail address to customer service at [Customerservice@bannerlife.com](mailto:Customerservice@bannerlife.com), call us at 1-800-638-8428, or write to us at Legal & General America, 3275 Bennett Creek Avenue, Frederick, MD 21704 with your name and mailing

address. Be sure to state that you are requesting a copy of the Legal & General America Online Service Agreement.

**Withdrawing Your Consent to Receive Notices Electronically:** You can contact us in any of the ways described in the preceding paragraph to withdraw your consent to receive any Legal & General America electronic notice or to conduct transactions electronically. If you withdraw your consent, we may terminate your Online Service access. You will not be charged a fee for withdrawal of your consent. A consumer's withdrawal of consent shall be effective within a reasonable period of time after receipt by the Company. Your consent shall remain in force until withdrawn in the manner provided in this section. Failure, on the part of the Company, to provide adequate notice of changes in hardware and/or software specifications can be treated as a withdrawal of consent by the consumer without the imposition of fees.

**Hardware and Software Requirements:** We currently support access to the site using the operating systems and browsers outlined below. You will also need internet access and a compatible web browser that supports HTML 5, JavaScript, TLS, and 128bit encryption.

- **For access from a desktop or personal computer:**
  - An operating system, such as:
    - Windows 7 or higher
    - Macintosh OS X 10.6 or higher
  - A modern web browser, such as:
    - Windows 7 and higher
      - Microsoft Internet Explorer 10 and higher
      - Firefox 38 and higher
      - Chrome 28 and higher
    - Macintosh using OS X 10.6 and higher
      - Safari 6 and higher
      - Firefox 38 and higher
      - Chrome 28 and higher
- **For online access from a mobile device (tablets and smartphones):**
  - A mobile device with a compatible operating system, such as:
    - iOS 7.0 and higher
    - Android OS 5.0 and higher
  - A mobile web browser, such as:
    - Firefox 38 and higher
    - Chrome 28 and higher
    - Safari 6 and higher (iOS only)
    - The default browser included with your mobile device
- **For viewing PDFs:** Most Communications provided within Online Services are provided either in HTML and/or PDF format. For Communications provided in PDF format, a browser that supports viewing PDFs or Adobe Acrobat Reader 11.0 or later is required - A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at <https://get.adobe.com/reader/>.

**Change in Hardware and/or Software Specifications:** We will give you notice of any change of the previously disclosed specifications and/or requirements if the proposed change will adversely affect your ability to access and retain subsequent electronic notices from us.

**Obtaining Copies of Electronic Communications:** You may print or make a copy of Communications and Forms by using the "Print" button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. You may receive a

paper or non-electronic copy for any transaction completed under this agreement by contacting us by one the methods indicated above.

Be sure to specify your policy number, the specific Communication for which you are requesting a paper copy, the address to which it should be mailed, and a signature with a copy of your driver's license or other valid government identification. We may charge fees for paper copies of the Communications.

**Retain Copies for Your Records:** We recommend that you print or download a copy of this Agreement and all other Communications and Forms to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you can obtain another copy at <https://www.lgamerica.com/corporate/privacy>.

**Nothing in this agreement affects the content or timing of disclosures to be provided by any other statute, regulation or other rule of law. If any law requires verification or acknowledgement of receipt of such notice or disclosure, the notice or disclosure may be provided or made available electronically only if the method used provides verification or acknowledgements of receipt, whichever is required. Oral communication or a recording of an oral communication shall not qualify as an electronic record for the purposes of consent to receive electronic notices pursuant to this Agreement or the Terms and Conditions.**

By agreeing to the Online Service Agreement You consent to the electronic delivery of the Online Services Agreement and other notices or disclosures relating to the Agreement. You confirm that you are able to access information in an electronic form and you also agree that the institution does not need to provide you with an additional paper (non-electronic) copy of the Agreement or transactions completed hereunder unless specifically requested. You agree to the terms and conditions of all applicable transactions, notices and disclosures.

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