



## **TERMS & CONDITIONS**

Revised July 2014

### **I. Conditions of Use**

By using this website, you acknowledge and agree to the following conditions of use without limitation or qualification. Please read these conditions carefully before using this website. These Terms & Conditions may be revised at any time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms & Conditions to which you agree to be bound.

### **II. Disclaimer**

To the fullest extent permissible pursuant to applicable law, the materials on this website are provided "as is" and without warranties of any kind either expressed or implied and The Ark Group, LLC. and its subsidiaries and affiliates disclaim all warranties, expressed or implied, including but not limited to, implied warranties of merchantability and appropriateness for a particular purpose. The Ark Group, LLC, does not warrant that the functions contained in any materials will be uninterrupted or error free, that errors will be corrected or that this website, or the server that makes it available, are free of viruses or any other harmful component. The Ark Group, LLC, does not warranty or make any representations regarding the use or the results of the use of materials on this website in terms of their correctness, accuracy, reliability or otherwise. You agree to assume the entire cost of all necessary servicing, repair or correction. The information and descriptions contained herein are not necessarily intended to be complete descriptions of all Terms, Exclusions & Conditions applicable to all products, concepts and services, but are provided solely for general information purposes only; please refer to the State specific policy or the relevant product or services agreement.

This website may be linked to other websites which are not maintained by The Ark Group, LLC. The Ark Group, LLC, is not responsible for the content of those websites. The inclusion of any link to such websites does not imply approval of or endorsement by The Ark Group, LLC, for the websites or the content thereof.

### **III. Limitation of Liability**

While The Ark Group, LLC, uses reasonable efforts to include accurate and up to date information on this website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, The Ark Group, LLC, makes no warranties or representations as to the accuracy of the content of this website and under no circumstances, including, but not limited to, negligence, shall The Ark Group, LLC, or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website, even if The Ark Group, LLC, or an The Ark Group, LLC, authorized representative has been advised of the possibility of such damages. In no event shall The Ark Group, LLC's total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this website.

The Ark Group, LLC also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website.

### **IV. Restrictions on Use of Materials**

This website is owned and operated by The Ark Group, LLC. Except as otherwise expressly permitted by The Ark Group, LLC, no materials from this website or any website owned, operated, licensed or controlled by The Ark Group, LLC may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on this website for your use only, provided that you also retain all copyright and

other proprietary notices contained on the materials. You may not distribute, modify, transmit, reuse, repost, or use the content of this website for public or commercial purposes, including the text, images, audio, and video without The Ark Group, LLC's written permission. The Ark Group, LLC neither warrants nor represents that your use of materials displayed on this website will not infringe rights of third parties.

#### **V. Jurisdictional Issues**

Unless otherwise expressly set forth herein, The Ark Group, LLC makes no representation that materials on this website are appropriate or available for use in any location. Those who choose to access this website do so on their own initiative and are responsible for compliance with local laws.

Except as expressly set forth herein the information contained on this website is not an offer to sell or a solicitation to buy any security, insurance product or other product or service by The Ark Group, LLC. No security, insurance product or other product or service is offered or will be sold by The Ark Group, LLC or, if sold by The Ark Group, LLC, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

#### **VI. Ownership of Information**

Any information, other than personal data or information, you transmit to The Ark Group, LLC via this website, by electronic mail or otherwise, including data, questions, comments, or suggestions will be treated as non-confidential and non-proprietary and will become the property of The Ark Group, LLC. Such information, other than personal data or information may be used for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. The Ark Group, LLC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to The Ark Group, LLC via this website or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information.

#### **VII. Trademarks and Copyrights**

All trademarks, services marks, trade names, logos, and icons are proprietary to The Ark Group, LLC. Nothing contained on the website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on this website without the written permission of The Ark Group, LLC. Your use of the trademarks displayed on this website, or any other content on this website, except as provided herein, is strictly prohibited.

Images displayed on this website are either the property of, or used with permission by, The Ark Group, LLC. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by The Ark Group, LLC. Any unauthorized use of images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

#### **VIII. Software Licenses**

You acknowledge that any software which may be available or provided to you on this website may contain technology that is subject to strict controls pursuant to export control laws and regulations of the United States of America and other countries and jurisdictions. You hereby agree that you will not transfer or export such software in violation of such applicable export laws and regulations. The Ark Group, LLC does not authorize the downloading or exportation of any software or technical data from this website to any jurisdiction prohibited by such export controls laws and regulations.

#### **IX. IRS Circular 230 Notice**

To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice or perceived tax advice included in this website was not intended or written to be used by a taxpayer for tax planning purposes. For specific tax advice, please seek counsel from the appropriate tax professional.