Terms and Conditions

This website (Site) is provided for personal, non-commercial transitory viewing only. If you continue to browse and use this Site, you are agreeing to comply with and be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, please do not use this Site. The term “we” or “us” refers to Great-West Life & Annuity Insurance Company, together with its affiliates and licensors. The term “you” refers to the user or viewer of our Site.

Information Regarding the Site

The content of this Site is for your informational and educational purposes only. None of the information provided through this Site should be construed as accounting, investment, legal or tax advice. Your use of any information or materials on this Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.

This Site contains material that is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, content and graphics. Reproduction is prohibited other than in accordance with these Terms and Conditions. Certain trademarks, service marks, and other intellectual property reproduced in this Site that are the property of third parties are acknowledged on the Site.

From time to time, this Site may also include links to other websites. These links are provided for your convenience to provide further information that may be of interest to you. They do not signify that we endorse the linked websites, and we have no responsibility for the content of the linked website(s). We do not warrant or guarantee the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on linked websites for any particular purpose.

These Terms and Conditions apply only to your use of this Site and do not modify or amend any other agreement that may be in effect between you and us, or between us and the Plan Sponsor or the Plan Administrator of your Plan.

License to Use Site

We grant you a limited, revocable, royalty-free, nonexclusive and nontransferable right to review, store, download, and print information contained on this Site solely for your personal use, subject to the terms of these Terms and Conditions. If you download documents or other information from this site, such downloaded information shall also be subject to these Terms and Conditions.

Except as otherwise stated in these Terms and Conditions, you may not:

- sell any information herein or use it for commercial purposes;
- remove or modify the name, logo or other copyrighted information of any party or any third party;
- change, copy, distribute, forward, post, display, publish, or create derivative works from any information or materials obtained from this Site;
- engage in any activities that could damage, compromise the security of, or overburden this Site;
- use this Site in any manner that is not in compliance with applicable laws; or
- link to the Site, except in compliance with the conditions set forth below.

Unauthorized use of this Site may give rise to a claim for damages and may be a criminal offense. We may monitor your use of this Site at any time. This Site may use cookies to monitor browsing preferences. We reserve all rights not specifically granted in this Section and may terminate the rights granted herein at any time.
Certain parts of the Site are protected by passwords or require a login and are restricted to authorized users only. You may not obtain unauthorized access to such parts of the Site, or to any other protected materials or information, through any means not intentionally made available for your specific use. If you have a password and/or login for access to non-public areas of the Site, you are solely responsible for all activities that occur in connection with your account. Accordingly, you should take all reasonable steps to protect the confidentiality of your password and/or login. Notify us immediately if you become aware of any disclosure, loss, theft or unauthorized use of your password and/or login.

Linking to the Site

We hereby grant you a revocable, nonexclusive, nontransferable right to link to this Site subject to the following requirements:

- The link and information on the linking site must not falsely imply, represent or portray any relationship between us and the linking site, nor suggest any endorsement or affiliation between us and the services, information, or products offered by linking site;
- The link and the surrounding context must not portray any party, or any of their products or services, in any inaccurate, derogatory, misleading, or offensive manner;
- The link must connect directly to the Site and must not modify in any way the content, graphics, information, or “look and feel” of the Site.

We reserve all rights not specifically granted in this Section and may terminate the rights granted herein at any time.

NO WARRANTIES

THE INFORMATION ON THIS SITE IS PROVIDED “AS-IS” AND WITHOUT WARRANTIES OF ANY KIND. NEITHER WE NOR ANY THIRD PARTIES WHOSE INFORMATION MAY BE INCLUDED ON THE SITE PROVIDE ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, NOR ANY WARRANTIES AS TO THE ACCURACY, TIMELINESS, QUALITY, SECURITY, RELIABILITY, PERFORMANCE, COMPLETENESS OR SUITABILITY OF THE SITE OR ANY INFORMATION AND MATERIALS FOUND OR OFFERED ON THIS SITE. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND YOU AGREE THAT WE SHALL HAVE NO LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS.

THE DISCLAIMER OF WARRANTIES HEREUNDER SHALL BE APPLICABLE TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. IF THE APPLICABLE JURISDICTION DOES NOT ALLOW THE EXCLUSIONS OF SOME OR ALL OF THE WARRANTIES SET FORTH ABOVE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

LIABILITY RELEASE

ANY RELIANCE BY YOU ON THE INFORMATION CONTAINED IN THIS SITE IS AT YOUR OWN RISK. YOU AGREE, ON YOUR OWN BEHALF AND ON BEHALF OF ANY HEIRS OR ASSIGNS, THAT WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF DATA ARISING FROM OR RELATING TO YOUR USE OF THE SITE AND/OR ANY MATERIALS OR INFORMATION CONTAINED ON THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS ASSERTED, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE.
IN ADDITION TO THE FOREGOING, YOU AGREE THAT WE SHALL HAVE NO LIABILITY FOR ANY SYSTEM UNAVAILABILITY, DELAYS OR ERRORS IN TRANSMISSION, OR DAMAGE TO SOFTWARE, HARDWARE OR EQUIPMENT, RELATING TO YOUR USE OF THE SITE OR DOWNLOAD OF INFORMATION FROM THE SITE.

Indemnity

You agree to indemnify and hold us harmless from all claims, costs, expenses, damages, and liability (including reasonable attorney’s fees) arising out of or relating to your improper access to or use of this Site or violation of these Terms and Conditions.

Miscellaneous

- **Waiver**: If we do not enforce a particular condition of this Agreement, such conduct will not prevent us from enforcing the same or any other condition of the Agreement in the future.
- **Choice of Law and Venue**: This Agreement should be construed in accordance with the laws of the State of Colorado without regard to any choice of law provisions. You agree to submit to the exclusive jurisdiction of the courts of Arapahoe County, Colorado.
- **Severability**: If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, it shall be considered separate and severable from these Terms and Conditions, and the remaining provisions shall remain in force and be binding upon the parties as though such illegal, invalid or unenforceable provision had not been included.
- **Entire Agreement**: These Terms and Conditions constitute the entire agreement between you and us regarding your use of this Site.
- **Intellectual Property**: This site, and all text, graphics, trademarks, logos, photographs, artwork, interfaces and computer codes (collectively “Protected Content”), including, but not limited to the structure, design, physical appearance, configurations and arrangement of the Protected Content, contained on this Site is owned, controlled or licensed to GWL&A or its affiliates in the U.S. or other countries, and is protected by trademark, copyright, trade dress or other intellectual property laws.

Users of this Site use the Protected Content with the permission of GWL&A.

- Financial Market Data is provided by third party service providers.
- **Beneficiaries**: You agree and acknowledge that our partners, clients and licensors who provide services, information and content in connection with this Site are third party beneficiaries of these Website Terms and Conditions.

Termination

We have the right to suspend or terminate your access to and use of this Site at any time, for any reason, without notice to you. All licenses granted hereunder may also be terminated by us at any time. If you breach any of these Terms and Conditions, the rights granted hereunder shall automatically terminate.

Revised 04/2015