

TERMS OF USE AGREEMENT



First Catholic Slovak Ladies Association of the United States of America

24950 Chagrin Blvd. | Beachwood, Ohio 44122

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Gateway System

1. Introduction. This is a legal agreement ("Agreement") between you and First Catholic Slovak Ladies Association of the United States of America ("FCSLA") This Agreement governs all use of FCSLA's Gateway System (the "Gateway System") and all content therein. Please read the Agreement carefully before registering for and/or using the Gateway System. In addition, please review our Privacy Policy available [[here](#)], which is incorporated into this Agreement by reference as if fully set forth herein.

2. Binding Agreement. FCSLA provides the Gateway System as a secure site for use by FCSLA APPOINTED AGENTS ONLY. BY REGISTERING AND USING THE SERVICES WE PROVIDE ON THIS SITE YOU AGREE TO THE TERMS OF THIS AGREEMENT, ALL APPLICABLE LAWS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE LOG OFF AND DISCONTINUE YOUR USE OF THE GATEWAY SYSTEM.

3. Amendments to this Agreement. From time to time, FCSLA may modify, add to or discontinue any portion of this Agreement. Such amendments shall become effective upon the date posted on the Gateway System. We will advise you of changes to this Agreement or our Privacy Agreement by posting an announcement on our Gateway System Welcome Page. Continued use of the Gateway System by you shall be deemed your acceptance of any such amendments. It is therefore important that you review this Agreement and the Gateway System regularly to ensure you are updated as to any changes.

4. Compliance with Laws. Use of the Gateway System is subject to compliance with all applicable federal, state and local laws and regulations. FCSLA is not responsible for your knowledge of, or compliance with, all applicable federal, state and local laws and regulations unless specifically required by statute.

5. Gateway Content

(a) Licensed and Approved Products Limit. None of the information contained on the Gateway System or any information we provide upon request with respect to any of our products or services is intended to constitute an offer or solicitation for those products or services in any jurisdiction in which we are not licensed to conduct business or where the product or service is not approved for sale.

(b) No Legal, Tax, Investment of Business Advice. the information on the Gateway System is provided for informational purposes only. It is not intended, nor should it be construed as, either legal, tax, business or investment advice.

(c) System Compatibility and Interruption. FCSLA does not guarantee that your computer hardware and software that you use to access the Gateway System will be compatible with the Gateway System nor does it guarantee that its transmission of information will be accurate or complete. Given the nature of electronic transmissions, FCSLA cannot guarantee that the Gateway System will always be operational or accessible. Under no circumstances will FCSLA be responsible for any loss or damage resulting from computer system failure, inconsistent or failed system access or other failures of computer systems.

(d) Computer Viruses and Malware. FCSLA takes all commercially reasonable steps to ensure that the Gateway System and all other websites it operates are free of computer viruses and other computer codes which can cause damage to computer systems (“malware”). However, as no efforts can entirely eliminate the risks of viruses and malware, under no circumstances will FCSLA be responsible for any loss or damage resulting from computer viruses or other malware transmitted to your computer from the Gateway System or its website.

6. Privacy. We consider the information you provide us to be confidential. Our collection of information and how we handle it is detailed in our [[Privacy Policy](#)]. FCSLA’s handling and use of all submitted information will be pursuant to our Privacy Policy. In the event of conflicting statements any statement made in this statement supersedes any statement made in the Privacy Policy.

7. Third Party Websites. The Gateway System provides links to Internet sites or tools (insurance calculators, etc.) maintained by other parties (“third-party sites”). Links to these third-party sites are provided “as is” and without warranties of any kind, either expressed or implied. FCSLA does not warrant that the functions contained in the sites will be error-free, that defect will be corrected, or the server that makes them available is free of viruses or other harmful components.

8. Registration and Log-in Procedures. In order to access FCSLA’s Gateway System, you must register and be authenticated as a licensed and appointed agent. The Validation Process is as follows:

(a) The information you provide will be validated against the latest information we have on record about you. If you have not kept us informed of any changes to information against which we validate, registration and access will be denied. We provide instructions during the LogIn/Registration process as to how to contact us if you experience problems.

(b) We validate each Login very carefully to ensure security. If your agent status changes or your license expires after your initial registration or we find improper use of the Gateway System, we retain the right to deny you access. Your registration and access to the Gateway System will automatically be revoked if any of the following events occur:

- i. Your relationship with FCSLA is terminated for any reason;
- ii. Your license in your resident state expires. NOTE: it is the responsibility of the Agent/Agency that is using the Gateway System to send FCSLA their license each time they renew it to ensure our records are accurate;
- iii. You violate this Agreement; or
- iv. For cause, in FCSLA’s sole discretion.

9. Registration Term. Your Registration will remain in force unless and until terminated by you or by FCSLA pursuant to this Agreement. You may terminate your registration at any time by providing notice to FCSLA.

10. Representations. By using the Gateway System, you represent and warrant that:

- (a) you are a licensed agent in good standing in all of the states in which you are negotiating, soliciting and selling life insurance products;
- (b) all registration information you submit on the Gateway System is truthful and accurate;
- (c) you will maintain the accuracy of such information; and
- (d) your use of the Gateway System does not violate any applicable law or regulation.

11. Termination of Account. Either you or FCSLA may terminate your Gateway System account at anytime, for any reason, effective upon sending written notice to the other party. FCSLA reserves the right to immediately suspend or terminate your access to the Gateway System without notice, upon any breach of this Agreement by you which is brought to FCSLA's attention.

12. Confidentiality and Security.

(a). Gateway System is Confidential. The Gateway System provides services to FCSLA's licensed and appointed agents. The material provided is supplied to you as a representative of FCSLA and may not be shared with other parties. The FCSLA Gateway System content is proprietary and confidential information. You may not modify, copy, reproduce, transmit or disclose in full or in part any materials or software provided on this site except in the course of doing business with FCSLA.

(b). Your Obligation to Ensure Confidentiality. You agree that you will protect the all confidential information including but not limited to customer information contained in the Gateway System. It is your responsibility to keep all information obtained from the Gateway System, whether it is in electronic or printed format, secured. If you fail to do so and any customer data, or FCSLA proprietary information is compromised as a result, you will be held solely responsible and liable.

13. Prohibited Activities. The Gateway System may not be used in any manner that is unlawful or harmful to the rights of FCSLA, any other Agent or any third party. In no event shall you use the Gateway System in a manner that exceeds the specific authorization granted by FCSLA under this Agreement or by other express written agreement. Specifically you shall not:

- (a) make any attempt to retrieve, alter, or destroy data on, from or through the Gateway System except as specifically permitted;
- (b) test the vulnerability of, or breach, system or network security measures on, from or through the Gateway System;
- (c) interfere with or disrupt the Gateway System or the services of FCSLA;
- (d) transmit, copy, download, use, distribute, disseminate, publish or store any information that is in violation of any applicable law or regulation or is defamatory, abusive, obscene, indecent, or harassing, or that threatens or encourages injury to persons or property or which infringes the lawful rights of FCSLA or any other party including copyright, trademark, trade secret, patent or other intellectual property rights;
- (e) violate the privacy rights of and entity or individual;
- (f) use the Gateway System to send or otherwise distribute advertising or promotional materials including unsolicited electronic messages (i.e. spam); or
- (g) copy any of the contents of the Gateway System except as specifically permitted.

14. Copyrights and Trademarks of Presidential. FCSLA is the sole owner of all right, title and interest, including copyright and trademark rights, in the text and graphic images that appear on the Gateway System, unless otherwise indicated, and in our trademarks and service marks. Our trademarks, text and graphic images appearing may only be used with our prior written permission, and must be presented in their correct form only, in keeping with our corporate standards and state compliance requirements, and in keeping with practices that protect our trademark and copyrighted material.

15. Disclaimer of Warranty. FCSLA PROVIDES THE GATEWAY SYSTEM ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE GATEWAY SYSTEM. FCSLA DOES NOT WARRANT THAT YOUR USE OF THE GATEWAY SYSTEM WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE GATEWAY SYSTEM WILL BE CORRECTED. FCSLA CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THIS SERVICE. IF YOU ARE DISSATISFIED WITH THE GATEWAY SYSTEM, YOUR SOLE REMEDY IS TO DISCONTINUE USE.

16. Limitation of Liability. IN NO EVENT SHALL THE FCSLA PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, PROGRAMS OR DATA), RESULTING FROM ACCESS TO, USE OF, OR INABILITY TO USE THE GATEWAY SYSTEM. CERTAIN JURISDICTIONS LIMIT THE APPLICABILITY OF WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SO THE ABOVE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

17. Indemnification. You agree to defend, indemnify and hold FCSLA and its directors, officers, members, employees and contractors (collectively the "FCSLA Parties"), harmless from any and all claims, liabilities, costs and expenses, including reasonable legal fees, arising in any way from your use or misuse of the Gateway System or your breach of the law or of this Agreement. You agree that the FCSLA Parties shall not have any liability to you under any theory of liability or indemnity in connection with your use of the Gateway System. You hereby release and forever waive any and all claims you may have against the FCSLA Parties for losses or damages you sustain in connection with your use of the Gateway System.

18. Applicable Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws. All proceedings relating to the Gateway System or this Agreement shall be brought in the state or federal courts located in the State of Ohio and you hereby irrevocably consent to the personal and exclusive jurisdiction of such courts.

19. General. This Agreement is accepted upon your registration to use the Gateway System and is further affirmed by your use. This Agreement constitutes the entire agreement between you and FCSLA regarding the use of the Gateway System. The failure of FCSLA to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Please contact us at karen@fcsla.org or write to us at FCSLA 24950 Chagrin Blvd. Beachwood, Ohio 44122 Attention: Karen Visocan with any questions regarding this Agreement.

[_____] I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS .