

## **The Colorado Bankers Life Insurance Company Terms of Use**

**Effective Date: April 7, 2022**

**Last Updated: September 17, 2024**

**1. Please read this page carefully.** It contains the terms and conditions (the "Terms and Conditions" or "Terms") governing your access to and use of the Colorado Bankers Life Insurance Company Website <https://www.cbllife.com> and any other websites owned or operated by or on behalf of Colorado Bankers Life Insurance Company (the "Site" or "Sites") and the Services (as defined below) provided by Colorado Bankers Life Insurance Company ("Colorado Bankers Life"). These Terms and Conditions are applicable to your use of the Site regardless of how you accessed it. If you do not accept these Terms and Conditions or you do not meet or comply with their provisions, you may not use or access the Site.

**2. Binding Agreement.** These Terms and Conditions (as they may be amended from time to time by Colorado Bankers Life), form a binding agreement between you and Colorado Bankers Life. By continuing to access or use the Sites or Services, you agree to be bound by these Terms.

You represent, warrant and agree that you (a) are at least 16 years of age or older, and if under the age of 18 or the age of majority as that is defined in your jurisdiction, you will only use the Sites and Services under the supervision of a parent, legal guardian, or other responsible adult; and (b) will not use (or plan, encourage or help others to use) the Sites for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the Sites complies with these Terms and Conditions and all applicable laws.

**3. Certain Definitions.** The following definitions apply to these Terms and Conditions:

**3.1 "Colorado Bankers Life Materials"** includes any materials, such as any brochures, emails, Content (as defined below), audio, videos, photographs, logos, domain names, methodologies, implementation plans, documents, trademarks, service marks, or other intellectual property provided by Colorado Bankers Life or any of its affiliated entities, for use in connection with the Services.

**3.2 "Colorado Bankers Life Web Site" or the "Site"** (collectively, the "Colorado Bankers Life Websites" or the "Sites") means any web site under Colorado Bankers Life's control, whether partial or otherwise and includes such Site's Content, Text, Graphics, Design, Programming, Colorado Bankers Life Materials and Services (as applicable in each context).

**3.3 "Content"** includes all Text, Graphics, Design and Programming used on the Sites.

**3.4 "Design"** includes the color combinations and the page layout of the Sites. "Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server

Pages, VBScript, databases, etc.) used on the Sites.

**3.5** "Document" refers to any posting to a Site.

**3.6** "Graphics" includes all logos, buttons, and other graphical elements on the Sites, with the exception of paid advertising banners.

**3.7** "Services" means any services provided by Colorado Bankers Life or its agents described herein and specified more fully any Colorado Bankers Life agreement (if applicable).

**3.8** "Text" includes all text on every page of the Sites, whether editorial, navigational, or instructional.

**3.9** "User" refers to any individual or entity that uses any aspect of the Sites.

**3.10** "You" or "you" means the person who (or the entity on behalf of whom you are acting) that is agreeing to these Terms and Conditions.

#### **4. Intellectual Property Rights and Acceptable Use of the Sites and Services.**

**4.1 General Use Rules.** The Sites are intended for customers, producers, agents and individuals using the Site. You may use the Sites only for lawful purposes within the stated context of Colorado Bankers Life's intended and acceptable use of the Sites. Colorado Bankers Life is the sole interpreter of the Sites' intended and acceptable use.

**4.2 Colorado Bankers Life Intellectual Property Rights.** The Sites, the Colorado Bankers Life Materials and all right, title and interest in and to the Sites and Colorado Bankers Life Materials are the sole property of Colorado Bankers Life or its licensors, and are protected by United States and foreign copyright, trademark and other laws. Except for the limited licenses expressly granted to you in these Terms and Conditions, Colorado Bankers Life reserves for itself and its licensors all other rights, title and interest. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the Content or Colorado Bankers Life Materials, or use them in any other way for public or commercial purpose.

"Colorado Bankers Life," "Personified", the Colorado Bankers Life design logo and certain other names or logos are service marks or trademarks of Colorado Bankers Life, and all related product and service names, design marks and slogans are the service marks or trademarks of Colorado Bankers Life. In addition, the "look" and "feel" of the Sites (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by Colorado Bankers Life's trademarks, service marks and copyrights. Any code that Colorado Bankers Life creates to generate or display the Content or the pages making up the Sites is also protected by Colorado Bankers Life's copyright. You must retain all copyright, trademarks, service mark and other proprietary notices contained on the Content or Colorado Bankers Life Materials on any authorized copy you make of the Content or Colorado Bankers Life Materials. All other product and service marks contained on the Sites are the trademarks of their respective owners.

### **4.3. Intellectual Property Complaints.**

Colorado Bankers Life respects the intellectual property of others. It is Colorado Bankers Life's policy to respond to claims of copyright and other intellectual property infringement. Colorado Bankers Life will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Colorado Bankers Life may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Colorado Bankers Life will terminate access for Users who are repeat infringers.

**Notifying Bankers Life of Intellectual Property Infringement:** To provide Colorado Bankers Life notice of an infringement, you must provide a written communication to the attention of [ncrehab@noblecon.net](mailto:ncrehab@noblecon.net). Please also note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your intellectual property.

**Providing Colorado Bankers Life with Counter-Notification:** If we remove or disable access to content in response to an infringement notice, we will make reasonable attempts to contact the owner or administrator of the affected site or content. If you feel that your material does not constitute infringement, you may provide Colorado Bankers Life with a counter notification by written communication to the attention of:

Colorado Bankers Life Insurance Company  
555 Fayetteville St  
Suite 201  
Raleigh NC 27601

that sets forth all of the necessary information required by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommend seeking advice of an attorney.

**4.3 Privacy Practices for Personal Data.** Our Privacy Policy describes our use, protection, and practices of your personal data. To learn more about Colorado Bankers Life's practices with regard to your personal data, please visit our Privacy Policy.

**4.5 User Submissions.** Colorado Bankers Life welcomes your comments regarding the Services and the Sites and appreciates hearing from you. Please note, however, that Colorado Bankers Life does not accept or consider creative ideas, suggestions, inventions or materials other than those which it has specifically requested. If you submit feedback on the Services, please be specific in your comments and do not submit creative ideas, inventions, suggestions, or materials. If, despite this notice, you send Colorado Bankers Life creative suggestions, ideas,

drawings, concepts, inventions, or other information (a "User Submission"); you understand and agree that the User Submission shall become the property of Colorado Bankers Life. User Submission and any elements contained in User Submissions shall not be subject to any obligation of confidentiality on Colorado Bankers Life's part, and Colorado Bankers Life will not be liable for any use or disclosure of any User Submission. Colorado Bankers Life shall exclusively own all now known or later discovered rights to the User Submission and shall be entitled to unrestricted use of the User Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

**5. Third Party Providers.** You acknowledge and agree that Colorado Bankers Life may provide the Services using third party providers, including subcontractors and consultants (the "Third Party Providers"). You agree that, as between Colorado Bankers Life and its Third Party Providers, Colorado Bankers Life will have sole responsibility for handling all billing and contract negotiations.

## **6. Disclaimers and Limitations on Colorado Bankers Life's Liability.**

**6.1 Allocation of Responsibility.** Colorado Bankers Life assumes no responsibility for Documents posted by Users and no responsibility for the activities, omissions or other conduct of Users. Colorado Bankers Life may act as a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring Documents posted by Users. If notified by a User of a Document which allegedly does not conform to these Terms and Conditions, Colorado Bankers Life may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such Document. Colorado Bankers Life has no liability or responsibility to Users for performance or nonperformance of such activities. Colorado Bankers Life may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.

**6.2 No endorsements by Colorado Bankers Life.** Nothing on the Sites shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regard to its web site, products, services, hiring, experience, employment or recruiting practices, or otherwise.

## **7. WARRANTY DISCLAIMERS.**

**7.1 THE SITES ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. COLORADO BANKERS LIFE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. COLORADO BANKERS LIFE MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITES.**

## **7.2 WITHOUT LIMITATION ON THE FOREGOING:**

**(a)** COLORADO BANKERS LIFE DOES NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR THAT THE SITES AND THEIR SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITES RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, COLORADO BANKERS LIFE IS NOT RESPONSIBLE FOR THOSE COSTS.

**(b)** Colorado Bankers Life does not warrant that the Sites will be uninterrupted or secure. If you download any materials from the Sites, you do so at your own risk. Colorado Bankers Life makes no representations or guarantees regarding the truthfulness, accuracy, LEGALITY, completeness, timeliness or reliability of any Documents posted by Users, or of any other form of communication engaged in by Users. Documents may contain inaccuracies or typographical errors. You agree that any reliance on Documents posted by Users, or on any other form of communication with Users, will be at your own risk.

**(c)** Colorado Bankers Life makes no representations or guarantees regarding the Content of the Sites, including, but not limited to, broken links, inaccuracies or typographical errors.

**(d)** COLORADO BANKERS LIFE MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OF THE SERVICES OR TIMELINESS OF THE SERVICES.

## **8. DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF.**

**8.1** YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES, THE INTERNET GENERALLY, AND THE DOCUMENTS OR COLORADO BANKERS LIFE MATERIALS THAT YOU POST, PROVIDE OR ACCESS AND FOR YOUR CONDUCT ON AND OFF THE SITES.

**8.2** IN NO EVENT SHALL COLORADO BANKERS LIFE (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY SPECIAL, EXEMPLARY, OR NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, REVENUE, GOODWILL, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH SERVICES OR THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITES AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COLORADO BANKERS LIFE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE WEBSITE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**8.3** BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN COLORADO BANKERS LIFE'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$200.00 IN THE AGGREGATE.

**8.4** IN NO EVENT SHALL COLORADO BANKERS LIFE (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF U.S. \$200.00.

**8.5** Due to the nature of these Terms and Conditions, in addition to money damages, you agree that Colorado Bankers Life will be entitled to equitable relief upon a breach of these Terms and Conditions by you.

**8.6** COLORADO BANKERS LIFE IS NOT RESPONSIBLE FOR ANY FAILURE TO ACCESS OR USE THE SERVICES OR FOR FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, LOST, INTERRUPTED, OR UNAVAILABLE CONNECTIONS OF ANY KIND, MISCOMMUNICATIONS OR FAILED TRANSMISSIONS OF DATA, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT OR ERROR RELATING TO THE SERVICES.

**8.7** SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, COLORADO BANKERS LIFE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**8.8** There may be delays, omissions or inaccuracies in information obtained through your use of this Site. This information is provided to you with the understanding that Colorado Bankers Life's provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. Information on this Site should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors. Moreover, Colorado Bankers Life does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through this Site by Colorado Bankers Life, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option and risk. Moreover, Colorado Bankers Life does not grant any license or other authorization to you to use this Site in any manner if such use in whole or in part suggests that Colorado Bankers Life promotes or endorses any third party's causes, ideas, political campaigns, political views, websites, products or services.

**9. User Authentication.** Because User authentication on the Internet is difficult, Colorado Bankers Life cannot and does not confirm that each User is who they claim to be. Because Colorado Bankers Life does not and cannot be involved in User-to-User dealings or control the behavior of participants on the Sites, in the event that you have a dispute with one or more Users, you release Colorado Bankers Life from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**10. California Residents.** If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**11. Payment of Services upon Termination of Agreement.** If at any time during the course of any agreement between you and Colorado Bankers Life you should terminate any such agreement in which these Terms and Conditions have been incorporated by reference, then Colorado Bankers Life shall reserve the right to receive all payments from you for the Services used by you up to termination and for fifty percent (50%) of the remaining unused portion of the agreement.

**12. Links to Other Sites.** Colorado Bankers Life may at some point provide links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Colorado Bankers Life of the contents on such third party web sites. Colorado Bankers Life is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party web sites. If you decide to access linked third party web sites, you do so at your own risk.

**13. Amendments to these Terms and Conditions and Changes to Sites.** Colorado Bankers Life may revise these Terms and Conditions at any time by updating this page. Changes will be binding on you on the date they are posted on the Sites (or as otherwise stated in the any notice of such changes). Any use of a Site will be considered acceptance by you of the then-current Terms and Conditions (including any exhibits thereto) contained on such Site. If at any time you find the Terms and Conditions unacceptable, you may not use the applicable Site any longer. Any new or different terms supplied by you are specifically rejected by Colorado Bankers Life unless Colorado Bankers Life agrees to them in a signed writing specifically including those new or different terms. Colorado Bankers Life may change the Sites at any time.

## **14. Disputes.**

**14.1 Arbitration.** Colorado Bankers Life may, in its sole discretion, require you to submit any disputes arising from these Terms or use of the Sites to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the law of the State of North Carolina. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If you wish to opt-out of arbitration, you may email Bankers Life within sixty (60) days of your first use of the Sites.

**14.2 Indemnity.** You agree to defend, indemnify, and hold harmless Colorado Bankers Life (and its subsidiaries, affiliates, officers, directors, employees and agents) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Sites, any Document posted by you, your use of the Services or your breach of these Terms and Conditions. Colorado Bankers Life shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.

## **15. User Information and Privacy Policy.**

**15.1** When you register on any of the Colorado Bankers Life Sites or in connection with the Services, you will be asked to create an account and provide Colorado Bankers Life with certain information, including but not limited to, a valid email address ("User Information"). You acknowledge and agree that you have no ownership rights in your account. If you register for an account to use the Services, you must complete the registration process specified on the Site providing us with complete and accurate information as requested by such process. You must keep your registration data complete, accurate and up-to-date, and any loss caused by your failure to do so is your responsibility. After completing the registration process, you may be asked to choose a user name and password and a user name. It is your responsibility to maintain the confidentiality of your password and account. You are also responsible for all activities that occur under your account. You agree to notify Colorado Bankers Life immediately of any unauthorized use of your account. Colorado Bankers Life is not liable for any loss that you may incur as a result of someone else using your password or account. We may suspend or terminate your account if we have a reasonable belief that it is being used in connection with fraudulent activity, or you breach these Terms and Conditions or for any other reason we determine in our sole discretion, and also suspend or terminate your access to the Services, in whole or in part.

You may cancel your account or subscription to the Services at any time by contacting us at [ncrehab@noblecon.net](mailto:ncrehab@noblecon.net).

**15.2** All User Information will be used in accordance with the terms of Colorado Bankers Life's Privacy Policy. By using any part of the Services, you agree to the terms of the Colorado Bankers Life Privacy Policy. Please note, as set forth in the Privacy Policy, that Colorado Bankers Life may collect certain User Information and may contact Users periodically in accordance with the terms of the Privacy Policy. In addition, Colorado Bankers Life reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information. In addition, third parties may retain cached copies of User Information.

**15.3** Questions and Notices. Questions concerning the use of the Sites should be directed to [ncrehab@noblecon.net](mailto:ncrehab@noblecon.net). Notices to Colorado Bankers Life should be sent to the address listed on the Sites. We will send notice to you at the address submitted by you or to such other address as



Colorado Bankers Life reasonably determines is an appropriate address for you.

**15.4 General.** Colorado Bankers Life contact information is listed on the Sites. Colorado Bankers Life makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the Sites. If you access Colorado Bankers Life from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions and any agreements with Colorado Bankers Life, if you have one, are governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms and Conditions or any agreement (if applicable) shall lie exclusively with the state or federal courts in the State of North Carolina. You agree to the sole jurisdiction and venue of the State of North Carolina. The sole relationship between you and Colorado Bankers Life is that of independent contractors. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of these Terms and Conditions, which shall remain in full force and effect. All provisions of these Terms and Conditions shall survive termination except those granting access or use to the Sites, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under these Terms and Conditions. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by Colorado Bankers Life in a particular "Legal Notice," or material on particular web pages of the Sites, these Terms and Conditions and your agreement where applicable, constitute the entire agreement between you and Colorado Bankers Life.

**16. Rules regarding Posting, Conduct and Security.** The following rules apply to your use of the Sites and/or the Services. The list of rules is for illustration only and is not a complete list of all posting, conduct and security rules.

**16.1 Posting Rules:**

(a) You may not post any Document to a Site that contains: (i) URLs or links to web sites other than the Sites; (ii) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (iii) trade secrets (unless you own them or have the owner's permission to post them); (iv) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (v) irrelevant keywords or white text keywords (including any words embedded in the Document and hidden from the User); (vi) anything that is discriminatory, sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (vii) anything that is embarrassing or offensive to another person or entity.

(b) You may not use a Document(s) to: (i) impersonate another person, living or dead; (ii) post false, inaccurate or misleading information, opinions or notices (commercial or otherwise) or chain letters; (iii) post advertisements, or solicitations of business (including, but not limited to, email processors, any pyramid scheme or "club membership").

(c) Colorado Bankers Life is under no obligation to monitor the Documents posted on the Sites,

but it may monitor Documents at random. Documents found to violate the above Posting Rules may be removed at Colorado Bankers Life's sole discretion.

## **17. Conduct Rules:**

**17.1** You may not respond to postings by other Users in any manner or for any purpose other than that which is expected.

**17.2** You may not send unsolicited commercial email to Users.

**17.3 Protect your password.** Your Colorado Bankers Life account and any related Services accessed through such account are to be accessed and used solely by you. Upon your successful registration for a Colorado Bankers Life account, you will be provided with a unique password that will permit you to access the account. You may not provide your password or otherwise permit access to your Colorado Bankers Life account to any third party. You are responsible for maintaining the confidentiality of your information and password. You agree to protect and keep your password confidential, to change your password on a regular basis, and to maintain appropriate and regularly updated malware scanning and cleaning tools on your network and individual computer(s). You are responsible for all uses of your account, whether or not authorized by you. If others use your password to post inappropriate material on the Sites, you risk losing your access to the Sites. You agree to notify Colorado Bankers Life immediately of any unauthorized use of your account or password.

**17.4** Report inappropriate postings or conduct to [ncrehab@noblecon.net](mailto:ncrehab@noblecon.net).

**17.5** You may not delete or revise any material posted by any other person or entity.

**17.6** If at any time Colorado Bankers Life comes to the understanding that you: (i) misled Colorado Bankers Life regarding your business practices and/or services, or (ii) purchased services that do not represent your precise business, Colorado Bankers Life reserves the right to terminate your agreement.

## **18. Other Prohibited Uses Security Rules:**

**18.1** You may use the Sites only for lawful purposes and in accordance with these Terms and not in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States of America or other countries).

Except as explicitly authorized by us, you agree not to:

- Engage in any libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, or otherwise objectionable behavior to Colorado Bankers Life in Colorado Bankers Life's sole discretion;
- Circumvent, disable, remove, alter, deactivate, degrade, block, obscure or thwart any of the security protections or content protections or other elements of the Sites, including the

graphical user interface, any advertising or advertising features, copyright notices, and trademarks;

- Use any virus, worm, mole, robot, spider, scraper or other automated means to interfere with service to any user or otherwise access the Sites;
- Violate the rights of others, such as in violation of any copyright, trademark, or other intellectual property laws, privacy rights, or publicity;
- Authorize, permit, enable, induce, or encourage any third party to do any of the above.

If you violate these Terms or are engaged in illegal or fraudulent use of the Sites, your access to the Sites may be terminated or restricted immediately and without notice.

**18.2** Violation of these Security Rules may result in civil or criminal liability. Colorado Bankers Life will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

### **19. Governing Law, Waiver, and Severability.**

These Terms and their enforcement are governed by the laws of the State of North Carolina, without regard to conflicts of law, and shall inure to the benefit of Bankers Life's successors and assigns, whether by merger, consolidation, or otherwise. If you or others violate these Terms and Bankers Life takes no immediate action, this in no way limits or waives Bankers Life's rights, such as the right to take action in the future or in similar situations.

If a court of competent jurisdiction deems any provision of these Terms to be unenforceable or in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

**20. Other Agreements.** These Terms and Conditions apply to your use of the Site and do not change or alter any other agreement or contract between you and Colorado Bankers Life.