

Terms of Use

By accepting these Terms you agree to the following:

1. I will abide by the AQUILA MICROSITE TERMS OF USE AND PRIVACY POLICY.
2. The Account Owner may cancel at any time. No refunds will be allowed following termination. Service will automatically renew on a monthly basis. Account Owners can notify us at any time prior to renewal if they want their Subscriptions to lapse. By signing this agreement, you understand and acknowledge that **we may**, at any time, and at our sole discretion, modify these Terms of Use, including our Pricing, with or without notice to the you. Any such modification will be effective upon a monthly renewal. Your continued use of our platform and materials following any such changes constitutes your acceptance of these modified Terms.
3. I will not share with any Investment Advisor, Investment Advisor Representative, Registered Representative, Insurance Agent, Agency or individual the Aquila annuity marketing materials nor will I give my username or password to anyone.
4. I agree that violation of these Terms causes irreparable harm to Wealth2k, Inc., and , as liquidated damages, I agree to pay Wealth2k, Inc. an amount equal to 2 times the accumulated subscription fees I have paid through the time of violation of the Terms.

AI ANNUITY ASSISTANT AQUILA MICROSITE TERMS OF USE AND PRIVACY POLICY

THESE WOMEN AND INCOME MICROSITE ("MICROSITE") TERMS OF USE ("TERMS") ARE A CONTRACT BETWEEN WEALTH2K.COM, INC. ("W2K") AND YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER PERSON OR ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY "YOU") WHICH APPLIES TO THIS WEBSITE ("SITE"), THE INDIVIDUAL ADVISOR MICROSITE SPECIFIC TO YOU ("MICROSITE"), MULTIMEDIAEDUCATIONAL PRESENTATION FOR RETIREMENT INCOME DISTRIBUTION STRATEGY ("PRESENTATION"), SERVICES AND SOFTWARE PROVIDED HEREIN, INCLUDING ALL UPDATES, CONTENT AND SUPPORT (COLLECTIVELY, THE "SERVICES").

YOU MAY ONLY USE THE SERVICES IF YOU AGREE TO THESE TERMS. YOU AGREE TO THESE TERMS BY YOUR USE OF THE SERVICES. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT USE THE SERVICES.

1. Your Use of the Services.

- a. To receive privileges with respect to the Microsite and use the associated Services, You must be a financial advisor registered with FINRA and, or, a Registered Investment Advisor (RIA) operating under either a State or Federal registration. You must be knowledgeable about the securities laws of your state of residence and, or, other states where you may conduct business and you must comply with all applicable laws.
- b. You will enter accurate, true, current and complete information into all of the fields [on the Site registration page], including your name, address, e-mail, other contact information, and the name of the broker-dealer, if any, with whom You are affiliated (such information, "Your Information").
- c. You will:
 - (1) Use the Services in accordance with all applicable laws and regulations, as well as rules of industry organizations which apply to the marketing and sale of annuity contracts including indexed annuities;
 - (2) Use the Services in compliance with all codes of conduct, policies and rules which W2K may provide;
 - (3) Maintain the security of your password and identification; and
 - (4) Promptly update Your Information to keep it accurate and complete.
- d. You will not use, or attempt to use, the Services to:
 - (1) Engage in, facilitate, further or assist unlawful conduct or activities that would violate any fiduciary relationship;
 - (2) Misrepresent your affiliation with a person or entity;
 - (3) Disable, damage, impair or interfere with the provision of the Services, or anyone else's ability to use the Services;
 - (4) Sell, rent or otherwise require payment for third party access to the Microsite or Presentation;
 - (5) Include third party advertisements or editorial content in Your Content for use on the Microsite;
 - (6) Transmit spam, bulk or unsolicited communications;
 - (7) Modify or reroute the Services or disguise the origin of any Content transmitted through the Services; or
 - (8) Harm W2K or any of its vendors, customers or other users of the Services.

2. Your Content.

- a. As part of the Services, You may be provided with the ability to customize the Microsite and post, display or store materials thereon, including data, logos, multimedia elements, artwork, communications and links to Your other websites or those of third parties ("Your Content").
- b. You are fully and solely responsible for your content that you upload, post, store transmit or use in connection with the Services. W2K does not claim ownership of Your Content and shall have no obligation of any kind with respect to such content.
- c. You will not upload, store, post, transmit or use in connection with the Services any of Your Content that:
 - (1) is harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to W2K or other users of the Services;
 - (2) includes unauthorized disclosure of personal information;
 - (3) violates or infringes any person or company's intellectual property rights; or
 - (4) contains software viruses or any other harmful or destructive computer code, files or programs.
- d. W2K reserves the right to edit or remove any of Your Content that violates these Terms or that contains third-party commercial advertisements, or that W2K has a good faith reason to believe it is necessary to edit or remove. W2K may, but does not have any obligation to, monitor the use of Your Content on the Microsite.
- e. You hereby grant to W2K a non-exclusive, worldwide, royalty free, perpetual license to (i) use, reproduce, modify, distribute, transmit, display, publish, and perform Your Content in connection with and for the purposes of providing the Services and to (ii) use Your Information in accordance with this Agreement.

3. Privacy.

- a. As a condition for your use of the Services, You are required to provide certain personal information as part of Your Information. "Personal information" is information that could be used to identify you as an individual, including your name and address. W2K also collects certain other information about you and your customers and prospective customers ("Your Users"), and use of the Services by and of them.
- b. W2K is committed to protecting your personal information. W2K take commercially reasonable steps to prevent unauthorized access or disclosure of your personal information and to ensure its appropriate use.
- c. You hereby acknowledge and agree that W2K may disclose your personal information to third parties as follows:
 - (1) W2K may disclose your personal information to its third party sponsors or advertisers for their use in promoting and marketing products and services which are relevant to your business as an insurance licensed financial advisor. As a result, you may receive direct marketing and communications, by e-mail, traditional mail or otherwise, from such third parties.
 - (2) W2K also may engage third party vendors to provide some or all of the Services on W2K's behalf, including Site hosting and support. W2K may provide your personal information to such vendors to enable them to provide such Services. W2K will take reasonable steps to ensure that these third-party service providers are obligated to protect your personal information on W2K's behalf.
 - (3) W2K may use and disclose your personal information to comply with judicial, administrative or other legal process, orders and/or requirements.
- d. By written notice to us at support@wealth2k.com., you may cancel your use of the Services at any time upon fulfilling your 12 month commitment, and we will cease using, and take reasonable steps to destroy, your personal information within a reasonable amount of time after our receipt of your request.
- e. It is your responsibility to update your personal information to remain current. You may do so on the applicable pages of this Site or by e-mail to support@wealth2k.com. W2K may ask for additional information to verify your identity. Once verified, W2K

will work to update your personal information within a reasonable amount of time. Upon receipt of your written request, W2K will provide you with your current personal information as held by W2K.

f. Information from your Browser or ISP. W2K may passively collect information automatically sent to us by your or Your Users' browser or Internet provider, which includes domain name, user name, and numerical IP address. You and Your Users can learn about, and change to some extent, the information sent by changing the settings on your browser. W2K may use this information internally to develop and analyze statistics regarding use of the Site so that W2K can improve the Site.

g. Cookies. W2K may actively obtain information about you and your users by installing a text marker called a cookie on computer. When a user visits the Site, the cookie allows W2K to identify the user and certain previous preferences and choices. W2K is able to use this information to create a database of preferences and choices, and to use the information in this database to improve experiences at the Site. Your or Your Users' computer may be configured to automatically reject cookies, and your browser should allow you to erase them if you wish. Certain areas of our Site may not work properly if you reject cookies.]

4. Independent Contractors

Each of You and W2K hereby agrees that it is an independent business acting as an independent contractor. It is not the intent of the parties to create under these Terms or by the provision or use of the Services a joint venture, partnership, business association or other form of business entity.

5. No W2K Responsibility for product or service sales; limitations

a. You hereby agree that in no event shall W2K be liable in any manner for your acts and omissions, including without limitation, your conduct of your business in the marketing and sale of annuities or other financial products.

b. The Presentation is of a general nature and does not apply to, and W2K does not endorse, any specific investment product or annuity, including equity-indexed annuity or other financial product, service or company. You may not make any representations to the effect that W2K endorses the sale of any specific equity-indexed annuity or other financial product, service or company, or any type or class of financial products.

c. You may not make any representations to the effect that W2K endorses you or your business.

d. W2K does not provide income tax advice. You and Your customers should consult their own legal and/or tax advisors regarding any questions regarding tax matters.

6. Notices.

a. You may contact W2K for support, questions about the Services, to update Your Information, or for any other purpose under these terms by email to support@wealth2k.com.

b. W2K may provide notice to you by e-mail, fax or overnight or US mail in accordance with Your Information then currently held by W2K.

c. Notice shall be deemed effectively given 2 business days after deposit with an express overnight carrier, 5 business days after deposit in United States first class mail with postage pre-paid, or on the date of transmittal of electronically confirmed e-mail or telecopy/facsimile.

7. Additional Services.

W2K may offer from time to time at its discretion additional services or products for purchase or free use, as the case may be, upon terms and conditions to be determined. If offered, you will have the option to accept such additional services and products upon such terms and conditions, or to reject such offer and continue using the Services in accordance with this Agreement.

8. Indemnity

You agree to indemnify and hold W2K and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, vendors,

employees and representatives harmless from any liability, damages, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) Your Content and Your Information, (ii) Your use of the Services (except to the extent arising from claims of intellectual property infringement which is solely caused by W2K), (iii) Your violation of the Terms, (iv) Your violation of any rights of another person or entity or (v) the conduct of Your business, including the marketing, promotion and sale of indexed annuities or other financial products or services.

9. Third Party Advertisements on the Site.

W2K may place and host third party advertisements and promotions on the Site, and allow third parties to promote and market products and services to You as described above in Privacy. Your communications and business with such third party advertisers, including payment and delivery of goods or services, are solely between you and such third party advertiser. W2K is not responsible or liable for any loss or damage of any sort incurred by you directly or indirectly resulting from the presence of such third party advertisements or promotions on the Site.

10. Your Representations and Warranties

You represent and warrant at all times during the term of this Agreement that (i) You are an insurance licensed financial advisor in good standing, (ii) Your Information is true, correct and complete, (iii) You are not restricted from entering into this Agreement or using any of the Services, and are duly authorized to do so; (iv) You will use the Services and conduct your business using such Services in accordance with applicable law, and (v) the use and publication of Your Content in connection with the Services does not violate or infringe the intellectual property rights of any third party.

11. Service Changes.

W2K may change any of the Services, including the Presentation, Microsites and Site content, at any time, with notice to you. In the event that you do not accept such changes, your sole recourse shall be to discontinue use of the Services and to terminate this Agreement in accordance with Section 15 of these Terms.

12. Intellectual Property

- a. W2K (or its licensors) will solely own all right, title and interest in and to the Services, including the Presentation and Microsites, and associated intellectual property, except for Your Information and Your Content. You agree to not develop derivative works.
- b. W2K hereby grants to you a limited, revocable license to use the Services in accordance with these Terms.
- c. Except as set forth in Section 12(b), this Agreement does not grant or convey, and you do not hereby acquire, any rights in, to or under any trade names, copyrights, trademarks, patents, trade secrets, proprietary or confidential information or any other intellectual property right of W2K or its licensors. At its sole discretion, in the future W2K may allow you to use certain of its trademarks. The nature and extent of such usage would be defined by Terms W2k would set forth in writing.
- d. You may not remove or alter any copyright notices or trademarks of W2K or any of its vendors, or co-brand your own products or materials with trademarks of W2K or any of its vendors, without W2K's prior written consent.

13. Disclaimer of Warranties

- a. The Services, including the Microsite, Site, Presentation and associated intellectual property and services, are provided AS-IS and AS AVAILABLE.
- b. W2K SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING, WITH RESPECT TO ANY AND ALL SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THE LIKE, INCLUDING BUT NOT LIMITED TO THAT (i) THE MICROSITE AND PRESENTATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (ii) THE QUALITY OF ANY SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; (iii) ANY ERRORS IN THE SITE WILL BE CORRECTED; OR (iv) THAT THE SITE AND MICROSITE ARE FREE OF VIRUSES OR DESTRUCTIVE CODE.

14. Limitation of Liability.

a. IN NO EVENT SHALL W2K BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF W2K HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE FORESEEN SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE SERVICES, INCLUDING THE MICROSITE AND PRESENTATION; (b) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR; OR (c) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE.

b. TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

15. Termination

Either party may terminate this Agreement upon written notice to the other party. Promptly upon termination by either You or W2K and for any reason, W2K will destroy all of Your Content and Your Information and direct its contractors to do so, and remove the Microsite and Your corresponding rights and privileges. The following terms will survive any termination or expiration of this Agreement: Sections 3(f), 4, 5, 6, 8, 10, and 12 - 21. Termination of this Agreement does not release you of any financial obligations still remaining on your contract.

16. Assignment

You may not assign this Agreement or any rights or obligations hereunder to any third party, and any such purported assignment shall be null and void. W2K may assign its rights and obligations hereunder to a third party.

17. Governing law; exclusive jurisdiction and venue

The agreement will be governed by the laws of the Commonwealth of Massachusetts (without regard to its choice of law principles). The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Boston, Massachusetts for all claims arising hereunder.

18. Entire agreement.

The Terms constitute the entire agreement between you and W2K relating to their subject matter and cancellation and will supersede any prior versions of the Terms.

19. Injunctive Relief.

You agree that any material breach of Section 1 or 12 of the Terms will result in irreparable harm to W2K for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, W2K will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if W2K seeks such an injunction.

20. Severability.

In the event any provision of these Terms is held by a court of other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of these Terms will remain in full force and effect. The parties further agree that in the event such provision is an essential part of these Terms, they will begin negotiations for a suitable replacement provision.

21. Minimum Term of Services.

You are licensing the Services for a period of six-months. You agree to be obligated to pay Wealth2k for the services for a period of not less than six-months paid either annually, or monthly over the first six months.