

Terms of service

The following terms and conditions govern all use of the bluechipplan.com website (the "Website") and all content, services and products available at or through the Website. The Website is owned and operated by DeSimone Blue Chip Planning, L.L.C. (the "Company"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the Company's Privacy Policy and procedures that may be published from time to time on this Site by the Company (collectively, the "Agreement")).

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by the Company, acceptance is expressly limited to the terms of this Agreement. The Website is available only to individuals who are at least 18 years old.

- **Responsibility of Contributors.** If you comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (hereinafter "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
 - the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

- your blog is not advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, the URL of your blog or its name is not the name of a person other than yourself or of a company other than your own; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by the Company or otherwise.

By submitting Content to the Company for inclusion on the Website, you grant the Company a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of promoting your blog. If you delete Content from your blog, the Company will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, the Company has the right (though not the obligation) to, in the sole discretion of Company, (i) refuse or remove any content that, in the reasonable opinion of the Company, violates any the Company policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in the sole discretion of Company. The Company will have no obligation to provide a refund of any amounts previously paid.

- **Responsibility of Website Visitors.** The Company has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for the content, use or effects of that material. By operating the Website, the Company does not represent or imply that they, or either of them, endorse the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking all such precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. The Company, and each of them, hereby disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.
- **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Company establish links, and those third party websites that establish a link to the Company. The Company do not have any control over those non-Company websites and webpages, and are not, jointly or individually, responsible for their contents or their use. By linking to a non-Company website or webpage, neither the Company, jointly or individually, represents or implies that it endorses such website or webpage. You are responsible for taking

any and all precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Company, and each of them, hereby disclaims any responsibility for any harm resulting from your use of non-Company websites and webpages.

- **Copyright Infringement and Policy.** As the Company ask others to respect its intellectual property rights, it strives to respect the intellectual property rights of others. If you believe that material located on or linked to by the Company violates your copyright, you are encouraged immediately to notify the Company in accordance with the Company Privacy Policy. The Company will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of the Company or others, the Company may, in its discretion, terminate or deny access to and use of the Website. In the case of such termination, the Company will have no obligation to provide a refund of any amounts previously paid to the Company.
- **Intellectual Property.** This Agreement does not transfer from the Company to you any Company or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with the Company. The Company, bluechipplan.com, the bluechipplan.com logo, and all other trademarks, service marks, graphics and logos used in connection with bluechipplan.com, or the Website are trademarks or registered trademarks of the Company. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any the Company or third-party trademarks.
- **Changes.** The Company reserve the right, at their sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. The Company may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
- **Termination.** The Company may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your bluechipplan.com account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a VIP Services account, such account can only be terminated by the Company if you materially breach this Agreement and fail to cure such breach within thirty (30) days from the Company notice to you thereof; provided that, the Company can terminate the entire Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- **Disclaimer of Warranties.** The Website is provided "AS IS". The Company, and each of them, and their suppliers and licensors hereby disclaim all warranties of any kind, express or implied,

including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither the Company, jointly or individually, nor their suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

- **Limitation of Liability.** In no event will the Company, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to the Company under this Agreement during the twelve (12) month period prior to the cause of action. Neither the Company nor DeSimone Blue Chip Planning, L.L.C., jointly or individually, shall have any liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
- **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Company Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
- **Indemnification.** You agree to indemnify and hold harmless the Company, and each of them, their contractors, and their licensors, and their respective directors, officers, employees, attorneys and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
- **IRS Circular 230 Disclosure.** To ensure compliance with requirements imposed by the Internal Revenue Service ("IRS"), we inform you that any U.S. Federal tax advice contained in this document is not intended or written to be used, and cannot be used, for the purpose of: (1) Avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter that is contained in this document.
- **Non-Security Status Disclosure.** Annuity and Life insurance contracts have not been approved or disapproved by the Securities and Exchange Commission. The Contracts are not registered under the Securities Act of 1933 and are being offered and sold in reliance on an exemption therein. The Separate Account (Referring to Indexed Annuities) (also known as a ("Segregated Asset Account")) has not been registered under the Investment Company Act of 1940 and is being offered and sold in reliance on an exemption therein.
- **Trademarks.** "Standard & Poor's"™, "S&P", "S&P 500" and "Standard & Poor's 500"™ are trademarks of Standard & Poor's Financial Services L.L.C. ("Standard & Poor's") and have been licensed to various life insurance companies and their affiliates. Standard & Poor's makes no representation regarding the advisability of purchasing any life or annuity products offered.

- **Guarantees are based on the claims-paying ability of the issuing company.** Annuities are long-term investment vehicles particularly suitable for retirement assets. Annuities held within qualified plans do not provide any additional tax benefit. Early withdrawals may be subject to surrender charges. Withdrawals are subject to ordinary income tax, and if taken prior to age 59 1/2, a 10% IRS penalty may also apply.
- **No Guarantee of Future Value or Performance.** Neither the Company nor DeSimone Blue Chip Planning, L.L.C., collectively or individually, nor their employees can guarantee future values or the guaranteed performance/projection of any future values written or verbal. Values illustrated that are not guaranteed by the underlying insurance company are without exception “Based on current Assumptions” and results may vary. In some cases, loss of principal may be possible due to performance, surrender charges, expenses, and insurance costs, as well as any and all factors related and unrelated.
- **Disclaimer. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be omissions or inaccuracies in information contained in this e-mail. Neither the Company nor DeSimone Blue Chip Planning, L.L.C., jointly or individually, are herein engaged in rendering legal, accounting, tax, or other professional advice or services. All information in this email is provided “AS IS”, with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. No changes to policies or coverage’s bound can be made via e-mail.**

Miscellaneous. This Agreement constitutes the entire agreement between the Company and you concerning the subject matter hereof, and the Agreement may be modified only by a written amendment signed by an authorized executive of the Company, or by the posting by the Company of a revised version of this Agreement to the Website. **Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the State of Arizona, United States of America, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Tucson, Arizona.** Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the rules and regulations promulgated by the American Arbitration Association (“AAA”) by three arbitrators appointed in accordance with such rules. The arbitration shall take place in Tucson, Arizona, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; the Company may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.