

# LEGAL DISCLAIMER

By using Cigna Trusted Advisor® (the “Cigna Web Site”, you agree to the following terms and conditions. Your continued access or use of the Cigna Web Site shall be deemed your acceptance of this Legal Disclaimer.

## Site Provided by Cigna Corporation Subsidiaries

“Cigna”, “Cigna Trusted Advisor” and “Cigna Group Insurance” are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. Operating subsidiaries include Life Insurance Company of North America, Cigna Life Insurance Company of New York, and Connecticut General Life Insurance Company. Cigna Corporation is a holding company and is not an insurance or an operating company. Therefore, this Cigna Web Site is provided exclusively by such operating subsidiaries and not by Cigna Corporation.

## Links to Other Sites

While visiting the Cigna Web Site, you may leave it and access certain non-Cigna websites. Cigna does not review, control or endorse the content of non-Cigna web sites, and therefore will not be responsible for their content or accuracy. Your access to non-Cigna web sites is at your sole risk.

## General Disclaimer and Limitation of Liability

All information on the Cigna Web Site is provided “AS IS” and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Although the tools available on the web site may assist you with choosing an insurance plan, such assistance is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such. Information concerning any legal, financial or tax matters is not intended to constitute advice and no legal, financial or tax consulting services are being rendered on the Cigna Web Site. Please seek the advice of qualified tax, accounting, and legal advisors before making any decisions related to such matters. All information is presented without any warranty as to its reliability, accuracy, timeliness, usefulness or completeness, and any decisions that you make regarding your insurance plans or any legal, financial or tax matters are your own. Cigna does not warrant that access to the site will be uninterrupted or error-free. You agree to use the Cigna Web Site at your own risk. Cigna assumes no responsibility for any circumstances arising out of the use, misuse, interpretation, or application of any information supplied on this site. You agree by accessing the Cigna Web Site that under no circumstances or any theories of liability under international or civil, common or statutory law including but not limited to strict liability, negligence or other tort theories or contract, patent or copyright laws, will Cigna be liable for damages of any kind occurring from the use of this site or any information, goods or services obtained through the site including direct, indirect, consequential, incidental or punitive damages (even if Cigna has been advised of the possibility of such damages), to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of these limitations may not apply to you.

## Viruses, Worms, Use of Files

Cigna cannot and does not guarantee or warrant that files available for downloading from this site are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Cigna does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or fitness for a particular purpose) with respect to the files available for downloading from this site. In no event will Cigna be liable to you or to anyone else for any decision made or action taken by you or anyone else in reliance on results obtained from use of files downloaded from this site. These files may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason except for personal use is expressly prohibited, unless prior written consent is obtained from the appropriate copyright holder.

## **Web-Enabled Mobile or Handheld Devices**

Certain web and smartphone applications of the Cigna Web Site have been designed to run on a personal computer, standard laptop or web-enabled mobile device. If you view or use the Cigna Web Site on a mobile or handheld device you may experience some display and functionality limitations. You may experience varying wireless network coverage and speed, depending on your geographic location and telecommunications provider. The Cigna Web Site should not be used while operating any motor vehicle, or in any other manner that might endanger yourself or others.

If your mobile device uses Global Positioning System (GPS) technology, trackers, or other location tracking tools, your location information may be used for purposes of determining your location when using a function on the Cigna Web Site that uses such information. While using the Cigna Web Site, if you allow your location information to be obtained, we will use this information solely to return your estimated location and to provide you with more personalized results and/or services. Cigna does not monitor your GPS tracking or location information, and does not save this information. We will not use this information to identify you or disclose this information to any third parties.

By using the Cigna Web Site you expressly agree and acknowledge that Cigna shall not be responsible for any of the following: (a) performance limitations and/or failures experienced in connection with any wireless or Wi-Fi service used to access the Cigna Web Site; (b) data transmitted through wireless access that may be intercepted by unauthorized persons; or (3) your failure to physically secure and/or monitor your personal computer, laptop or wireless device or to protect your passwords, resulting in unauthorized access to the Cigna Web Site and/or your Cigna account or plan information.

While using any web-enabled mobile or handheld device to use the Cigna Web Site, standard mobile phone carrier and data usage charges will apply. You expressly agree and acknowledge that the use of any mobile or handheld device is at your sole risk and shall be in accordance with all applicable local, state and federal laws.

## **Updates and Reverse Engineering**

By using the Cigna Web Site, you agree to receive any applicable software updates that may be issued from time to time by Cigna. You agree to accept and install such updates as part of your use of the Cigna Web Site. You also agree not to reverse engineer, modify, decompile, adapt, translate, disassemble, or otherwise attempt to discover the source code of the Cigna Web Site and/or any Cigna application.

## **Minors and Child Online Privacy Protection Act**

The Cigna Web Site does not direct content to Minors and does not intend to collect personal information from Minors and, therefore, is not subject to the Child Online Privacy Protection Act. If you allow your minor child, or a child for whom you are legal guardian (a "Minor"), to access and use this site, you agree that you will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of the site; (iii) the consequences of any use.

## **The Digital Millennium Copyright Act**

Cigna reserves the right, but not the obligation, to terminate your access to this site if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Cigna and its service providers accommodate and do not interfere with standard technical measures used by copyright owners to protect materials. Cigna has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Our designated agent to receive notification of claimed infringement is:

Troy Larson, Esq.  
Two Liberty Place  
1601 Chestnut Street  
Philadelphia, PA 19192

215-761-6221

[IntellectualProperty@Cigna.com](mailto:IntellectualProperty@Cigna.com)

Any written notice regarding any infringement of copyright or of other proprietary rights, should be sent to our designated agent, listed above, and must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of (i) the owner of an exclusive right that is allegedly infringed or (ii) the person defamed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C. Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, including information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

If you choose to access the Cigna Web Site from outside the United States you do so on your own initiative and are responsible for compliance with U.S. and local laws, if and to the extent that local laws are applicable. Software is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported (i) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national resident of any such country or on any such list. You agree to comply with U.S. export control laws and that you will not transfer any software or other content from this site to a foreign national or foreign country in violation of those laws.

### **Product Descriptions — Not Available in all States**

The product descriptions, if any, provided on the Cigna Web Site are not intended to constitute offers to sell or solicitations in connection with any products or services. The product descriptions are for informational purposes only and are subject to change. Some products may not be available in all states. Anyone interested in a particular product should contact his or her employer.

### **Calculations and Investment Decisions**

Financial calculators and calculations are provided for illustrative purposes only. You are responsible for verifying the accuracy and suitability of all assumptions and calculations. Please seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Do not rely solely on financial calculators, calculations or financial information found on the Cigna Web Site.

### **Trademarks**

There are references throughout the Cigna Web Site to various trademarks or service marks and these, whether registered or not, are the property of their respective owners.

### **Case Studies**

Any hypothetical case studies are for illustration purposes only and should not be relied upon as governing your specific facts and circumstances. As it relates to any insurance case studies, all policy terms, conditions, limits and exclusions are subject to individual underwriting review and are subject to change.

## **Changes to Legal Disclaimers**

We reserve the right to make changes to the Cigna Web Site and these legal disclaimers. We encourage you to review the Cigna Web Site and these terms periodically for any updates or changes. Your continued access or use of the Cigna Web Site shall be deemed your acceptance of these disclaimers and any changes and the reasonableness of these standards for notice of changes. Use of the Cigna Web Site will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law provisions. You agree that any legal action or proceeding between you and Cigna will be brought exclusively in a federal or state court of competent jurisdiction sitting in Philadelphia, Pennsylvania. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.