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Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet. NexAnnuity is not responsible or liable for any damage caused by such hazards.

NexAnnuity cannot and does not guarantee or warrant that files available for downloading from this Website are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. NexAnnuity does not make any express or implied warranties, representations, or endorsements whatsoever (including without

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Security

Information submitted into secured regions of our Website is protected by NexAnnuity using three layers of security:

- Users are required to login using a unique user ID and password.
- A firewall (a combination of computer hardware and software) keeps unauthorized users from accessing information within NexAnnuity's computer network.
- Encryption technology is used to secure data when it's being transferred from one computer to another.

However, all other information submitted to NexAnnuity while not logged into secured regions of this Website including electronic mail inquiries, is submitted through the Internet, which is an unsecured, public network.

Although NexAnnuity employs the most current and stringent Internet security standards, you acknowledge and confirm that the Internet is not a secure medium where privacy can be ensured, and that complete security and confidentiality over the Internet is not possible at this time. Your confidential use of the Website cannot be guaranteed, and you acknowledge that your use of the Website (including information you transmit to the Website) may be subject to access by, or disclosure to, other persons. Without limiting any other disclaimer herein, NexAnnuity shall not be responsible or liable for any harm that you or any other person may suffer in connection with any such breach of confidentiality or security. Please refer to NexAnnuity's Privacy Policies for further information.

Linked Websites

Other Internet or websites which may provide access to this Website by hypertext links ("hyperlinks") are entirely independent of this Website. Links to other Internet or websites from this Website are included as a convenience for our visitors and in no way are meant to imply that NexAnnuity endorses, sponsors, promotes or is affiliated with the owners of or participants in those sites, or endorses any information contained on those sites, unless expressly stated. NexAnnuity does not guarantee the accuracy of any information in these other sites nor does it assume any liability for the content or presentation of linked sites.

NexAnnuity cannot guarantee that the hyperlinks set out on our Website will be accurate at the time of your access. Moreover, the sites pointed at by hyperlinks have been independently developed and possibly maintained by person(s) over whom NexAnnuity has no control. NexAnnuity cannot and does not monitor the sites linked to its pages on the Internet or any transmission made through the respective web pages and news groups. Accordingly, NexAnnuity assumes no responsibility for the content of any site referenced to by any hyperlink or otherwise. NexAnnuity believes that making available hyperlinks to publicly accessible webpages is legally permissible and consistent with the common, customary expectations of those who make use of the Internet.

Governing Laws

The applicable federal laws and the laws of the state of Texas shall govern as to the interpretation, validity and effect of these Terms and any use of the Website, without giving effect to any principles of conflicts of law. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. You hereby consent and submit to the non-exclusive jurisdiction of the courts of the state of Texas, or the federal courts situated in the state of Texas, in any action or proceeding instituted under or related to these Terms or your use of this Website.

Service Request Forms

Any information requested is for our internal use to service your request. It is not shared with any third party, unless permitted by you or required by law.

Interactive Forms or Calculators

Any interactive forms or calculators on this Website are there for your information only. NexAnnuity tracks, retains and/or uses any of the data input into these forms for our internal use only.

Online Privacy Policy

The privacy of your information is important to us. We are committed to maintaining the highest level of confidentiality with all of the information we receive through our Websites.

NexAnnuity has established the following Online Privacy Policy that describes how we use the information we collect from our Website visitors.

Collection and Use of Personal Information

Visitors are not required to provide personal information to browse the information found on our Websites. Personal information is only collected when you voluntarily provide it to us, for example when you first log into your account or submit personal information in an online form. Personal information may include first and last name, address, email address, telephone number, and Social Security number.

Information provided by you through our Websites is used only to help maintain the business relationship you have with us, or encourage such a relationship. We do not sell information about you. We do not share your information with anyone else for their marketing purposes.

Tracking Website Visitors

NexAnnuity gathers aggregate tracking information from our Website visitors. This aggregate tracking information is:

1. Collected on an aggregate, anonymous basis, which means no personal information is associated with this data.
2. Gathered through the use of Web server logs and cookies. A Web server log is a file where website activity is stored. A cookie is a small piece of information that a website sends to a visitor's computer, which is stored on his or her hard drive. NexAnnuity uses cookies to track repeat visits to its Website. Although NexAnnuity assigns a cookie to a visitor's computer, the company does not know who that visitor is unless that person specifically tells us.
3. Shared among NexAnnuity business units to improve website content and overall service.
4. Used for purposes of direct marketing to visitors to our Website through social platforms.

To enable us to continually improve the content we offer our Website visitors, as well as for systems administration purposes, we collect aggregate information site-wide. This gives us an idea of which parts of our Website you are visiting. We do not link IP addresses to anything personally identifiable, which means a visitor's session will be tracked, but the user will remain anonymous.

If NexAnnuity receives 'do not track' signals, we do not take any action to comply with such requests.

Website Security

NexAnnuity is committed to protecting the personal information you entrust to us. That is why we use the most current encryption technology available to ensure secure transmission of your information provided through our secure log in screens and online forms.

Please understand that the Internet is not a completely secure medium of communication. Unless the specific access location says otherwise, messages sent to or from this Website may be accessed by unauthorized users. To protect your privacy, please do not use email to communicate information that you want kept confidential.

If you are concerned about the security of the Internet for the communication of personal information, you may consider using alternative forms of communication such as telephone, fax, or regular mail.

We do not guarantee or warrant that any part of this Website, including files available for download, are free of viruses or other harmful code. It is your responsibility to take appropriate precautions, such as the use of anti-virus software, to protect your computer hardware and software while using the Internet.

Please review NexAnnuity's Online Privacy Policy frequently as it may change at any time at NexAnnuity's sole discretion.

General Privacy Policy

NexAnnuity has adopted certain procedures designed to maintain and secure the non-public personal information of its customers from inappropriate disclosure to third parties. The policy is designed to meet the standards set forth in the federal regulations.

We are committed to keeping personal information collected from potential, current and former customers confidential and secure. The proper handling of personal information is one of our highest priorities. The Company never sells information relating to its customers to any outside third parties.

Nonpublic Information

We collect and keep only information that is necessary for us to provide the services requested by our customers and to administer customers' business with NexAnnuity.

We may collect non-public personal information from customers or potential customers:

- From customers when they complete an application or other form, as well as through written and electronic correspondence and telephone contacts. This includes information such as name, address, social security number, assets, income, net worth, copies of financial documents and other information deemed necessary to evaluate the customer's financial needs.
- As a result of transactions with NexAnnuity. This could include transactions completed NexAnnuity or information received from outside vendors to complete transactions or to effect financial goals.

Sharing Nonpublic Information

In the normal course of business, NexAnnuity may share the non-public personal information of its customers with non-affiliated companies or individuals (i) as permitted by law and as required to provide services to our customers, such as with representatives within NexAnnuity, administrators, securities clearing firms, mutual fund companies, insurance companies and other financial services providers, or (ii) to comply with legal or regulatory requirements. NexAnnuity may also disclose non-public personal information to another financial services provider in connection with the transfer of an account to such financial services provider. Further, in the normal course of our business, NexAnnuity may disclose information it collects about customers to companies or individuals that contract with NexAnnuity to perform servicing functions such as:

- Record keeping
- Computer-related services

Good faith disclosure to regulators who have regulatory authority over NexAnnuity.

Companies hired to provide support services are not allowed to use personal information for their own purposes and are contractually obligated to maintain strict confidentiality. NexAnnuity limits use of personal information to the performance of the specific service requested.

We do not provide personally identifiable information to mailing list vendors or solicitors for any purpose. When we provide personal information to service providers, we require these providers to agree to safeguard such information, to use the information only for the intended purpose and to abide by applicable law.

Employee Access to Information

Only employees with a valid business reason have access to customers' personal information. These employees are educated on the importance of maintaining the confidentiality and security of this information. They are required to abide by our information handling practices.

Protection of Information

We maintain security standards to protect customers' information, whether written, spoken, or electronic. We update and check our systems to ensure the protection and integrity of information.

Maintaining Accurate Information

Our goal is to maintain accurate, up-to-date customer records in accordance with industry standards. We have procedures in place to keep information current and complete, including timely correction of inaccurate information.

Electronic Communication

Should customers send us questions and comments via email, we will share the customer's correspondence only with those employees or agents most capable of addressing the customer's questions and concerns.

We will retain all written communication until we have done our very best to provide the customer with a complete and satisfactory response. Ultimately, we will either discard the communication or archive it according to the requirements under applicable laws.

Please note that, unless expressly advised otherwise, our email facilities do not provide a means for completely secure and private communications between us and our customers. Although every attempt will be made to keep customer information confidential, from a technical standpoint, there is still a risk. If the customer wishes, communications with us may be conducted via telephone or by facsimile. Additional security is available to customers if they equip their Internet browser with 128-bit "secure socket layer " encryption, which provides more secure transmissions.

Disclosure of Our Privacy Policy

We recognize and respect the privacy concerns of our potential, current and former customers. We are committed to safeguarding this information. As a member of the financial services industry, we are providing this Customer Privacy Policy for informational purposes to customers as required by law.