

Laurie Goldsmith-Heitner
Website Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Laurie Goldsmith-Heitner (“Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “Terms of Use”), govern your access to and use of www.lghbenefits.com, including any content, functionality, and services offered on or through www.lghbenefits.com (the “Website”). Any domain not beginning with www.lghbenefits.com is not covered by these Terms of Use and the Company is not liable or responsible for the content and use of these third-party sites.

By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.lghbenefits.com/privacy incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. It is your responsibility to become aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

To access the Website or some of the resources it offers, you may be asked to provide certain personal information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide on this Website is governed by our *Privacy Policy* <http://lghbenefits.com/privacy/> and, by providing this information, you consent to the Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Unauthorized use of any content will result in legal action.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify, delete or alter any material, including copyright, trademark, or other proprietary rights notices from this site.
- Access or use for any commercial purposes any part of the Website or any related services.

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Trademarks

The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

- Transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- Impersonate or attempt to impersonate the Company or any agents, employees, or affiliates of the Company.
- Engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.
- Use any robot, spider, or other automatic device, process, automatic means or manual process to access the Website for any purpose.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is technologically harmful.
- Otherwise attempt to interfere with the proper working of the Website.

Information About You and Your Visits to the Website – Privacy Policy

All information we collect on this Website is subject to our Privacy Policy <http://lghbenefits.com/privacy/>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions

The owner of the Website is based in the State of New Jersey in the United States. We provide this Website for use only by persons located in the United States, and it may only be available to people located in the United States.

Disclaimer of Warranties – Reliance on Information

No advice or information, whether oral or written, obtained from or through our Websites, products or services will create any warranty not expressly made herein. The foregoing exclusions of warranties do not apply to the extent prohibited by applicable law.

The Website is not a substitute for seeking financial advice concerning your specific circumstances from a qualified attorney, accountant, investment or other professional advisor. As a courtesy, we make efforts to ensure the accuracy of information provided, but the accuracy of information on the Website is not guaranteed

and may be subject to change without notice, and revisions to material posted on the Website may not be made immediately following any such change. While the Website (i) may display language or features from an insurance policy/policies or a variable annuity contract/contracts; or (ii) may summarize certain features of an insurance policy/policies; or (iii) may provide information about advisory or brokerage accounts, nothing stated in the Website modifies, alters, or supplants the terms of any insurance policy or annuity contract, or any advisory or brokerage account statements or information, in any way, nor should such content be construed as such.

The Content contained on the Websites is not intended, in any manner, as an official brokerage or mutual fund statement, quarterly performance report or a record of policy values.

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Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey, in each case located in the City of Bloomfield, and County of Essex . You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts

Limitation on Time to File Claims

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

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, and our Privacy Policy constitute the sole and entire agreement between you and Laurie Goldsmith-Heitner regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Not Legal, Tax, or Investment Advice

We are not providing specific insurance, tax or investment advice to any individual viewing the content of the Websites. The content on the Websites is not intended and should not be construed as legal or tax advice.

The content provided does not constitute a solicitation of an offer to buy or an offer to sell financial or insurance products.

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Contact Us

To ask questions or comment about this statement and our privacy practices, contact us at:

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To register a complaint or concern, please contact Laurie Goldsmith-Heitner at LHeitner@planningalliance.com.