

Guardian Online Terms and Conditions of Use

Introduction

These Terms and Conditions (“Terms”) apply to your use of any of The Guardian Life Insurance Company of America’s (“Guardian”) online interfaces (*e.g.*, websites, applications, or online services) and any Guardian U.S. affiliate or subsidiary online interface that links to them, (collectively, the “Sites”), including any content, functionality, and services offered on or through the Sites, regardless of how you access the Sites.

The term “Guardian” includes its parents, subsidiaries, affiliates, predecessors, successors, and assigns.

When used in these Terms, “we” and “our” mean Guardian and “you” and “your” refer to any individual, company, or legal entity that accesses or otherwise uses the Sites. Words importing the singular number include the plural and vice versa.

We reserve the right to modify or amend these Terms from time to time with or without prior notice. Your accessing and continued use of our Sites following the posting of changes to these Terms will mean you accept those changes. You should review these Terms from time to time to be aware of any changes that are made. These Terms constitute a binding agreement between you and Guardian.

These Terms do not apply to any dispute over: (a) the meaning or interpretation of your Guardian policy, including any dispute pertaining to any claim for benefits; or (b) the formation of your Guardian policy, irrespective of whether you used the Sites to purchase the Policy. In any such dispute, the terms of your policy shall govern. If you do not agree to these Terms, please do not use the Sites.

Accepting the Terms

In order for you to use the Sites, you must first accept these Terms. You can accept these Terms by:

1. On a Site, or any part of a Site, that requires registration, signing in or checking a box near a statement that indicates your agreement with or acceptance of the Terms; or
2. Using any of the Sites that link to these Terms, in which case you understand and agree that these Terms will apply to your use of those Sites (or any parts of them), in which case, if you do not agree, you should immediately discontinue your use of the Sites.

You may wish to print or save a copy of the Terms for your records.

Privacy

Please review our [Online Privacy Statement](#) and other privacy notices, which explain how we may collect, use, and share information from or about you. The Online Privacy Statement is incorporated into and made a part of these Terms.

Additional Terms

Portions of the Sites, as well as certain products and services offered by Guardian through the Sites, may be governed by other or additional terms and conditions. For example, certain products and services offered by Guardian may be subject to specific governmental regulations, and therefore will have separate terms and conditions that apply to them. You agree to review all applicable terms and conditions relevant to the Guardian products and services that you access and use. To the extent that these Terms conflict with any additional terms and conditions, the additional terms and conditions shall govern and control.

Further, you may have established an account, contract or policy with Guardian which is governed by an account, contract or policy agreement. To the extent that these Terms conflict with your account, contract or policy agreement, the account, contract or policy agreement shall govern.

Registration and Security

You may need to create an account or provide authentication information such as a policy number to have access to parts of the Sites. In consideration of your use of the Sites, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Sites' registration and/or authentication process and (b) maintain and promptly update your information to keep it true, accurate, current and complete. If Guardian suspects that such information is untrue, inaccurate, not current, or incomplete, Guardian has the right to suspend or terminate your account and refuse any and all use of the Sites. Unauthorized use of or access to portions of the Sites requiring authorization such as an account username and password is prohibited.

You must protect the security and confidentiality of any established username, password and security information you use to access the Sites. Anyone able to provide your username and password will be able to access your account and you will be held responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your security credentials, your account, or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Sites.

Intellectual Property Rights and Ownership

All of the information and content displayed on the Sites including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Guardian, its licensors, agents, and/or Content providers. All Content on the Sites, without limitation, is protected worldwide by trade dress, copyright, moral rights, trademark and other applicable intellectual property laws.

Except as may be otherwise indicated on the Sites, Content is provided for informational purposes and you are authorized to view, play, print and download documents, audio and video found on our Sites for your personal or internal business purposes only. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Content for any commercial purpose without Guardian's prior express written consent.

The Sites, the Content and all related rights shall remain the exclusive property of Guardian, its licensors, agents and/or Content providers, unless otherwise expressly agreed. You acknowledge that you do not acquire any proprietary rights by copying or downloading any Content that is copyrighted or protected by any other intellectual property right. You agree that you will not remove any copyright, trademark, or other proprietary notices from material found on the Sites.

GUARDIAN® and the GUARDIAN G® Logo are registered service marks of Guardian, and all other trademarks and service marks ("Marks") on the Sites are proprietary trademarks and/or service marks of Guardian, its licensors, agents and/or Content providers unless otherwise indicated. No right, title or interest in any such marks is granted you in these Terms, and you are not authorized to reproduce or otherwise use any such Marks absent prior express written approval from Guardian, its licensors, agents and/or Content providers, as applicable, in each instance.

Intellectual Property Claims

Guardian, itself the owner of valuable intellectual property, respects the intellectual property rights of others. Third party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using the Sites. Guardian has adopted a policy that provides for the removal of any content or the suspension of any user that is found to have repeatedly infringed on the copyright of a third party.

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (listed below) with the following information:

1. an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our services;
3. a description of the location on the services of the allegedly infringing material(s);
4. your address, telephone number, and e-mail address;
5. a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent for notice of claims of infringement is:

Copyright Agent, Legal Department

The Guardian Life Insurance Company of America

10 Hudson Yards, New York, NY 10001

By Email: privacy_office@glic.com

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to customer service at cru@glic.com. You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

Restrictions on Use of the Sites

You agree that you will not post material on the Sites, or otherwise use the Sites or Content in any manner, that could: (i) humiliate, threaten, defame, harass, or injure other people or their property rights, including, but not limited to, intellectual property rights; (ii) violate the privacy or publicity rights of other individuals or entities; (iii) be considered criminal conduct or give rise to civil liability; or (iv) otherwise violate any law or regulation or these Terms. You further understand and agree that posting unsolicited advertisements on the Sites is expressly prohibited by these Terms.

You agree that you will not use any robot, spider, scraper or other automated means to access the Sites for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Sites; or (iii) bypass any measures we may use to prevent or restrict access to the Sites.

Any unauthorized use of our Sites or computer systems is a violation of these Terms. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to prevent or cure the violation, including without limitation, the immediate termination of your access to the Sites.

Unsolicited Submissions

Guardian does not accept or consider creative ideas, suggestions, or materials other than those it has specifically requested. This policy is designed to avoid misunderstandings if projects developed by Guardian's professional staff seem to others to be similar to their own creative work. Accordingly, Guardian requests that you not submit any creative ideas, suggestions, or materials except where specifically requested or solicited.

However, if you do send us any unsolicited suggestions, (i) you agree not to assert any ownership right of any kind in against Guardian (including, but not limited to copyright, trademark, unfair competition, moral rights, or implied contract), (ii) you hereby grant Guardian a nonexclusive, perpetual, worldwide license to use the unsolicited submission in every media and for every purpose now known or hereinafter discovered, and (iii) you waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, credit. You agree to release Guardian (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands, or damages (actual and consequential) arising out of, or in any way connected with, your unsolicited submissions, including, without limitation, all claims for theft of ideas or copyright infringement.

Links

Running or displaying the Sites or any Content displayed on the Sites in frames or through similar means on another site without our prior written permission is prohibited.

From time to time, the Sites may contain links to third-party websites that are not owned, operated or controlled by Guardian. All such links are provided solely as a convenience to you. We are not responsible for any content, materials or other information located on or accessible from any other websites. Nor do we endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from those websites. If you decide to access any other websites linked to or from the Sites, you do so entirely at your own risk.

Any information and Content provided by Guardian relating to the goods and services offered by any third parties is for informational purposes only, and Guardian does not guarantee the accuracy, completeness, timeliness or reliability of any such information or Content. No Content is intended to provide financial, legal, medical, tax or other professional advice. You acknowledge that your purchase and/or use of the goods and services purchased from any third parties featured on the Sites is entirely at your own risk. Guardian has no control over the conduct of, products, goods or services or any information provided by, a third party and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not endorse any third party and we make no guarantee, express or implied, that any information provided by the third party is accurate or complete. Guardian may be compensated by third parties for the offerings presented to members.

Availability of Products and Services; United States Only

Certain products and services offered by Guardian through the Sites may not be available in all areas of the United States ("U.S."), and you may not be eligible for all products and services.

Guardian reserves the exclusive right to determine availability and eligibility for our products and services.

The Sites are directed to and are intended to be made available only to persons in the United States and are not intended for distribution to, or use by, any person in any other country or any jurisdiction where such distribution or use would be contrary to law or regulation or that would subject Guardian to any registration requirement within such jurisdiction or country. Persons who access the Sites do so on their own initiative and are responsible for compliance with applicable local laws and regulations. Software and other materials from Sites may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported to any country or anyone prohibited by law. Guardian prohibits your downloading or exporting of software or other material from the Sites in violation of U.S. export laws and any applicable international or foreign laws, including the laws of your resident country. By downloading software or other material from the Sites, you represent and warrant that you are able to do so in full compliance with the laws of the United States and all applicable international and foreign laws, including the laws of your resident country.

Warranty Disclaimer

Your use of the Sites is at your own risk. The Content, products and services provided on, through, or in connection with the Sites or otherwise provided by us are provided “as is” and for informational purposes only. To the fullest extent permitted by applicable law, we hereby disclaim all representations and warranties of any kind, either express or implied, with including, but not limited to, warranties of merchantability, fitness for a particular purpose, security, non-infringement of intellectual property, freedom from computer virus, or warranties arising from course of dealing or course of performance. We do not represent or warrant that the Sites or the Content will be uninterrupted or error-free, that defects will be corrected, or that the Sites are free of viruses or other harmful components.

We attempt to ensure that Content on the Sites is complete, accurate and current. Despite our efforts, Content may occasionally be inaccurate, incomplete or out of date. We make no representations or warranties regarding the completeness, accuracy, timeliness, or reliability of any Content, nor do we assume any duty to update such Content.

No advice or information, whether oral or written, obtained from Guardian or through our Sites, 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 Sites are not a substitute for seeking financial advice concerning your specific circumstances from a qualified attorney, accountant, investment or other professional advisor. As a courtesy, Guardian makes efforts to ensure the accuracy of information provided, but the accuracy of information on the Site is not guaranteed and may be subject to change without notice, and revisions to material posted on the Site may not be made immediately following any such change. While the Site (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 Site 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 Sites is not intended, in any manner, as an official brokerage or mutual fund statement, quarterly performance report or a record of policy values.

The Content is not to be used as an official books and records statement of Guardian or its affiliates. Any performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than the original cost. The values represented on the Site may not reflect the true original cost of your initial investment. You should not rely on this information for any financial decision making. You are encouraged to review and maintain the official source document(s) provided by the account or policy custodian(s). Those source documents may contain notices, disclosures and other important information and may also serve as a reference should questions arise regarding the accuracy of the information in this report. Always refer to these source documents for lending, legal or tax purposes.

Some Content of the Sites, including but not limited to Park Avenue Securities account data, exchange data, market data, news, and other information services, are provided by third parties as a convenience to you ("Third Party Content"). Third Party Content is outside Guardian's control. Neither Guardian nor the provider(s) of Third Party Content take responsibility for the suitability of the Third Party Content. The provision of Third Party Content is not an endorsement of the Third Party Content, any third party service, or its sponsoring organization.

REFERENCE TO A FUND OR SECURITY INCLUDED ANYWHERE ON OUR SITES IS NOT A RECOMMENDATION TO BUY, SELL, OR HOLD THAT, OR ANY OTHER SECURITY.

THE SITES AND THE CONTENT CONTAINED ON GUARDIAN'S SITES ARE PROVIDED "AS IS" AND AS AVAILABLE. GUARDIAN MAKES NO, AND TO THE FULLEST EXTENT PERMITTED BY LAW HEREBY DISCLAIMS ANY, WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.**

**In jurisdictions that do not permit the exclusion of implied warranties, this exclusion may not apply.

WITHOUT LIMITING THE FOREGOING:

GUARDIAN DOES NOT GUARANTEE, AND DISCLAIMS ANY WARRANTY, THAT THE SITES WILL BE AVAILABLE AT ALL TIMES, WILL OPERATE WITHOUT INTERRUPTION OR ERROR, OR WILL BE FREE OF AND SECURE FROM VIRUSES, WORMS, "TROJAN HORSES", HACKING, OR OTHER HARMFUL OR DESTRUCTIVE ELEMENTS CREATED BY OTHERS, OR FROM COOKIES PLACED BY GUARDIAN OR OTHERS. YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR IMPLEMENTING

SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT; AND

GUARDIAN MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE SITES OR CONTENT, PRODUCTS OR SERVICES PROVIDED THROUGH THE SITES.

YOU AGREE TO BE SOLELY RESPONSIBLE FOR YOUR USE OF GUARDIAN'S SITES, WHICH IS AT YOUR OWN RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR AND RISK OF LOSS RESULTING FROM YOUR USE. GUARDIAN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SITES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitations of Liability

FOR PURPOSES OF THIS LIMITATION OF LIABILITY PROVISION, "GUARDIAN" REFERS TO THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, INCLUDING ITS PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.

YOU WAIVE THE RIGHT TO ASSERT A CLAIM AGAINST GUARDIAN MORE THAN TWELVE (12) MONTHS AFTER THE FIRST EVENT OR FACT THAT GIVES RISE TO THE CLAIM.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, IN NO EVENT SHALL GUARDIAN BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OR RESULTING FROM ANY INTERRUPTION IN OR DISRUPTION TO THE SITES OR CONTENT. IN NO EVENT SHALL GUARDIAN BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER GUARDIAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL GUARDIAN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE GREATER OF: (1) \$2,500; OR (2) THREE (3) TIMES THE AGGREGATE AMOUNT PAID OR PAYABLE BY YOU TO GUARDIAN PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO INJURIES: (1) TO THE BODY OR PERSON; OR (2) CAUSED BY GUARDIAN'S WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS.

THESE LIMITATIONS OF LIABILITY SHALL SURVIVE THE TERMINATION OF THESE TERMS. BECAUSE THE LAW REGARDING LIMITATIONS OF LIABILITY VARIES BY STATE, THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

NOTICE TO NEW JERSEY CONSUMERS: THESE LIMITATIONS OF LIABILITY APPLY IN NEW JERSEY.

THESE LIMITATIONS SHALL APPLY WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITES IS TO STOP USING THE SITES.

IF THE FOREGOING DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY ARE HELD TO BE UNENFORCEABLE, YOU AGREE THAT GUARDIAN'S LIABILITY TO YOU, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ALL CAUSES SHALL NOT EXCEED IN THE AGGREGATE \$500.

Arbitration Provision; Class Action Waiver

In order to expedite and control the cost of disputes, you and Guardian agree that any legal or equitable claim relating to these Terms, or any offering provided or obtained using the Sites, (referred to as a "Claim") will be resolved as follows:

A. Informal Resolution:

You and Guardian will first attempt to resolve any Claim informally. In the event that any dispute between Guardian and you arises out of or relates to the Terms, the applicability of the Terms to the use of the Sites, or to breach or enforcement, interpretation or validity of the Terms, you and Guardian agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to The Guardian Life Insurance Company of America Attn: Office of General Counsel, 10 Hudson Yards, New York, NY 10001.

B. Formal Resolution by Arbitration/Class Action Waiver:

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY; IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. You agree that any dispute, controversy or Claim arising out of or relating to the Terms, the applicability of the Terms to the use of the Sites, or to breach or enforcement, interpretation or validity of the Terms, or the determination of the scope or applicability of arbitration shall be governed solely by the Federal Arbitration Act.

If you and Guardian cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding arbitration ("Arbitration"). By agreeing to Arbitration, both you and Guardian understand and agree that all disputes shall be decided by a single arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or

administrative proceeding, to settle disputes. Instead of suing in court, both you and Guardian each agree to settle disputes (except certain small claims) only by Arbitration. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms of Use as a court would.

The Arbitration will be conducted under the American Arbitration Association Consumer Arbitration Rules (referred to as the “AAA Rules”) and under the rules set forth in these Terms. If there is a conflict between AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. You may, in Arbitration, seek any and all remedies otherwise available to you pursuant to the law of the State of New York. If you decide to initiate Arbitration, Guardian agrees to pay the Arbitration initiation fee and any additional required deposit required by AAA to initiate your Arbitration. You and Guardian agree to pay the costs of the Arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the AAA Rules may later prescribe. All other fees, such as attorneys’ fees and expenses of travel to the Arbitration, will be paid in accordance with AAA Rules. The Arbitration will be held at a location in New York County, New York, unless you and Guardian both agree to another location or telephonic Arbitration. To initiate Arbitration, you or Guardian must:

1. Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered (“Demand for Arbitration”). You can file a demand at adr.org.(opens in new window)
2. Send one copy of the Demand for Arbitration to the other party.

Special rules in the Arbitration Proceeding.

- Except for errors of law, the arbitrator’s decision is final and binding on all parties and may be enforced in any court that has jurisdiction.
- Neither you nor Guardian shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities or arbitrate any claim as a representative member of a class or in a private attorney general capacity.

THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.

Accordingly, you and Guardian agree that the AAA Class Action Rules do not apply to our Arbitration. A court may sever any portion of this dispute resolution provision if it finds such provision unenforceable, except for the prohibition on class, representative and private attorney general arbitrations. Notwithstanding the obligation to arbitrate all Claims under these Terms of Use, you may assert an individual Claim in small claims court in lieu of Arbitration.

Indemnity and Release

You agree to defend, indemnify and hold Guardian, each of our parent companies, subsidiaries and affiliates and the successors of each of the foregoing, and the officers, directors, agents,

and employees of each of the foregoing, harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) your use of the Sites or Content; (ii) your violation of any term or condition of these Terms, including without limitation, your breach of any of the representations and warranties; (iii) your violation of any third party rights, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any information or material that you provide to Guardian; (vi) any other party's access and use of the Sites with your unique username, password or other appropriate security code; or (vii) your use of any platforms, applications, products, programs or services offered by a third party as part of the Sites.

In the event that you have a dispute with another user or party related to the Sites or Content, you release Guardian (and our officers, directors, agents, affiliates, subsidiaries, and employees) from all claims, demands, and damages (actual and consequential) arising out of or in any way connected with such disputes.

Termination

We may suspend or terminate your account or your access to the Sites at any time without notice, for any reason or for no reason. You understand that any termination of your account may involve the permanent deletion of your data. Guardian will not have any liability whatsoever to you for any suspension or termination, including for deletion of your data. The provisions of these Terms regarding Restrictions on Use of the Sites, Intellectual Property Rights and Ownership, Unsolicited Submissions, Warranty Disclaimer, Limitation of Liability, Indemnity and Release, Severability and Interpretation, and Governing Law shall survive any termination.

Severability and Interpretation

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms and all incorporated agreements may be assigned by Guardian in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent as other business documents originally generated and maintained in printed form.

Governing Law

Any claim arising out of or relating to these Terms or the use of the Sites and Content shall be governed by the laws of the United States and the State of New York, without regard to its choice of law provisions. You expressly agree to submit any disputes to the exclusive jurisdiction of the state and federal courts located in New York, New York.

Apple Disclaimer

The following paragraph applies to any version of the Sites that you acquire from the Apple App Store. These Terms constitute an agreement entered into between you and Guardian. Apple, Inc. (“Apple”) is not a party to these Terms and shall have no obligations with respect to the Sites. Guardian, not Apple, is solely responsible for any version of the Sites that you acquire from the Apple App Store and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the version of the Sites you acquire from the Apple App Store as a third-party beneficiary of these Terms. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S Government list of prohibited or restricted parties. These Terms incorporate by reference the Licensed Application End User License Agreement published by Apple, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms shall control.

Additional Mobile Application Terms

Push Notifications. You acknowledge that by downloading, installing or using the our mobile application (“App”) and/or accepting these Terms: (i) if you are using the Android version of the App you are aware that the App uses Amazon Simple Notification Service (“SNS”) to deliver certain Google Cloud Messaging push notifications to your smartphone regarding your use of the App; and (ii) if you are using the iOS version of the App, that you are aware that the App uses Amazon SNS to deliver certain Apple push notifications to your smartphone regarding your use of the App. You may enable and disable push notifications by using the applicable settings within Your iOS or Android smartphone.

Cellular or Wireless Service. You may be charged for data usage in connection with your use of the App when connected to your wireless service provider’s data networks. Guardian encourages you to use WiFi wherever available when using the App. You hereby acknowledge and agree that your use of the App may lead to excess data charges and that you are solely responsible for any such data charges that you may incur in connection with your use of the App.

Use of Electronic Devices and Software While Driving. As a condition of use of the App, you promise not to use the App for any purpose that is prohibited by applicable local, state, national and international laws and regulations, including laws regarding distracted driving. You are responsible for your use of the App and agree that such use is at your own risk.

System Requirements. The App may be used on a smartphone running Android or iOS software (whichever is relevant to you) that meets the system requirements specified by Guardian. Guardian is not required to supply any required hardware and/or software for proper operation of the App. When using the Services, you agree to comply with any and all third-party terms that are applicable to any platform, Web site, technology or service that interacts with the Services.

Upgrades. The App also includes any patches, updates and supplements to the App (“Upgrade”) provided to you by and at Guardian’s sole discretion. Any such Upgrade to the App provided by Guardian is subject to these terms and our Terms, as may be amended from time to time.

General Legal Terms

The Terms constitute the whole legal agreement between you and Guardian and govern your use of the Sites, and completely replace any prior agreements between you and Guardian in relation to the Sites. No modification or attempted modification of these Terms by you shall be binding on Guardian unless made in writing and physically signed by an authorized representative of Guardian.

YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

Upon termination of these Terms for any reason, Guardian and its third party service providers reserve the right to delete all your data, files, electronic messages, or other information that is stored on Guardian’s or its third party service providers’ servers or systems. Guardian shall have no responsibility whatsoever for the loss of any such data.

You agree that Guardian may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Sites.

You agree that if Guardian does not exercise or enforce any contractual or legal right or remedy to which it is entitled, this will not be taken to be a formal waiver of Guardian’s rights and that those rights or remedies will still be available to Guardian.

You acknowledge and agree that each member of the group of companies of which Guardian is the parent shall be third-party beneficiaries to the Terms and that these other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than these entities, and the entities described in the Apple Disclaimer above, no other person or entity shall be third-party beneficiaries to the Terms.

Not Legal, Tax, or Investment Advice

Guardian is not providing specific insurance, tax or investment advice to any individual viewing the Content of the Sites. The Content on the Sites 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.

For information that is specific to your situation, consult with your attorney or tax advisor. The material provided on the Sites, including the blogs, is intended to potentially assist you in planning for your future and insurance planning. Guardian is not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the Content made available on the Sites.

All rights not granted herein are expressly reserved to The Guardian Life Insurance Company of America.

Effective Date: October 8, 2025