

Terms of Use

Last Updated April 20, 2016

Welcome to our Terms of Use page, where you'll find important information related to your use of this website or mobile application.

Terms of Use and Your Acceptance of them

Our Terms of Use ("Terms") serve as the "ground rules" for this website, WAP or mobile application ("Voya Site") and the content within it. We may occasionally update the Terms based on changes to the Voya Site, among other factors. Any updates made to the Terms go into effect once they are posted – and by using the Voya Site, you're agreeing to the Terms. Because the Terms cover multiple Voya Sites, some of the terms may only apply to specific websites or applications. For a closer look at the full Terms, click on the sections below – and the good news is, most of it is written in plain English.

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Links

Voya may provide hyperlinks to sites owned or operated by third parties (“Third Party Sites”) or permit a link from a Third Party Site to a Voya Site. Such links are for your convenience only and do not imply any affiliation with, or an endorsement, authorization, sponsorship or promotion of the Third Party Site. Voya accepts no responsibility for the content, products or services provided at these Third Party Sites. If you decide to access such Third Party Sites, you do so solely at your own risk, and you should be aware that Third Party Sites are governed by their own terms and conditions. Voya is not liable for any damages incurred as a result of clicking on a link to any Third Party Site. Links to the Voya Site may be made only with the permission of Voya.

Legal Disclaimers

Content. Our intent is to provide accurate and up to date content on the Voya Site; however, that is not always possible. Therefore, no warranty or representation is made that the information on the Voya Site is complete, accurate, up-to-date or error-free or that known defects will be corrected. Content, services, products or functions available on the Voya Site may contain inaccuracies or errors and may be changed or updated at any time without notice. Voya has no

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If you have consented to the electronic delivery of documents or conduct business with Voya electronically, Voya may, pursuant to your consent, make certain regulatory documents and information relating to your Voya account(s) (such as statements, prospectuses and confirmations) available electronically for download or via e-mail (collectively, “Documents”). Content, excluding Documents, is provided for informational purposes only and should not be relied on. Although the Voya Site may include statements on various life events and financial, legal or tax concerns, these statements are provided for informational purposes only, and are not intended and should not be relied upon as legal, tax or personalized advice. Voya does not warrant or make any representations regarding the suitability, usefulness or expected results of the Content, services, products or functions, including tools such as calculators, provided on the Voya Site. You should not rely solely upon this information in making any decisions, including any decision to buy a product or service from a Voya company. You should consult your financial professional and legal and/or tax advisor for advice about the appropriateness of products and services for you, and the effect of state and federal law on the products, services or issues discussed on the Voya Site, or of federal income taxes or any other taxes on amounts held or paid out under any financial products described.

Availability. No warranty or representation is made that the Voya Site or any part or function, including without limitation any transactional function, will be available and not subject to interruption at any time.

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Limitation on Liability and Damages

IN NO EVENT WILL VOYA BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR REPRESENTATIVES ARE EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO ANY USE OF OR INABILITY TO USE THE VOYA SITE, OR ANY OTHER LINKED SITE, INCLUDING, WITHOUT LIMITATION, USE OF OR RELIANCE ON INFORMATION, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETION OF FILES, DISABLING DEVICES, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF INFORMATION, THEFT, UNAUTHORIZED ACCESS, DISCLOSURES OF COMMUNICATIONS, OR ANY FAILURE OF PERFORMANCE. Some jurisdictions do not allow limitation or exclusion of certain liabilities or damages in which event in such jurisdiction the foregoing shall apply to the maximum extent allowed by law. You are responsible for the entire cost of all servicing, repair or correction of your property or operations, including without limitation your computer, network, software or any device, required as a result of or related to using the Voya Site. In no event shall Voya's total liability to you for damages, losses and causes of action of any kind—whether in contract, tort (including, but not limited to, negligence), strict liability or otherwise—exceed the amount paid by you, if any, for accessing the Voya Site.

Privacy

We are committed to protecting the privacy and confidentiality of your personal information. To review the Voya Privacy Notice of the Voya companies offering insurance, securities and related financial products and services in the United States, [click here](#).

- a. Technical and Navigational Information. When you visit and navigate the Voya Site and when you communicate with us via the Voya Site, Voya and third parties with whom we have contracted may collect technical, navigational and other non-personally identifiable information (such as a catalog of the site pages you visit) from cookies, referrers, IP addresses, environmental variables, pixel tags and similar technologies and information you voluntarily provide, as further described below. If you participate in myVoya, please see the specific myVoya terms for additional privacy considerations. Currently, the Voya Site does not support the necessary technology to respond to Web browser “do not track” signals or other, comparable mechanisms.
 - i. Cookies. Voya and our service providers may use encrypted or non-encrypted cookies in connection with the Voya Site. Cookies are pieces of information that a website places in a file on your computer associated with your browser that may be used to deliver content specific to your interests and for other purposes, such as security and other account administrative functions. This information is processed passively by your browser as you surf through the Voya Site. Cookies do not cause damage to your computer systems or files. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies, or to be given the choice of declining or accepting the transfer of a particular cookie, or

cookies from a particular website, to your computer. For example, cookies allow you to easily log into the Voya Site by remembering your email address. Please note, the disabling of cookies may have an adverse effect on your website experience and could result in an unintended loss of functionality. To learn more about this technology, or to opt out of the ad serving cookie, please visit www.networkadvertising.org/optout_nonppii.asp. In addition, we use Google Analytics software to collect information about how you use the Voya Site. We do this to help make sure the Voya Site is meeting the needs of their users and to help us make improvements. Google Analytics stores information about the pages you visit on the Site, how long you spend on each page, how you got to the Voya Site, and what you click on while you are visiting the Voya Site. We do not collect or store your personal information, so this information cannot be used to identify who you are. We do not allow Google to use or share our analytics data. You can [opt out](#) of Google Analytics cookies.

ii. Referrers, IP Addresses, and Environmental Variables. Voya and our service providers may also collect “referrers” information, IP addresses and various environmental variables.

- A “referrer” is information the Web browser passes along to our web servers that references the URL from which you came.
- “IP address” is a number used by computers on the network to identify your computer so that data can be transmitted to you.
- “Environmental variables” include, among other things, the domain from which you access the Internet, the time you accessed the Voya Site, type of Web browser and operating system or platform used, the Internet address of the website you left to visit the Voya Site, the names of the pages you visit while at the Voya Site, and the Internet address of the website you then visit.

iii. Pixel Tags. Voya and our service providers may also use so-called “pixel tags,” “web beacons,” “clear GIFs” or similar means (collectively, “Pixel Tags”) in connection with some website pages and HTML-formatted email messages to, among other things, compile aggregate statistics about site usage, response rates and the effectiveness of advertising campaigns. A Pixel Tag is an electronic image, often a single pixel (1x1), that is ordinarily not visible to site visitors and may be associated with cookies on the visitors’ hard drives. Pixel Tags allow us to count users who have visited certain pages of the Voya Site, to deliver branded services, and to help determine the effectiveness of promotional or advertising campaigns. When used in HTML-formatted email messages, Pixel Tags can tell the sender whether and when the email has been opened.

b. Non-Personally Identifiable Information You Voluntarily Provide. When you visit the Voya Site we may collect demographic data, such as your date of birth, gender and zip code. When such data is not combined with any personally identifiable information (“PII”), such information is considered to be non-personally identifiable. Additionally, we may aggregate PII in a manner such that the end-product does not personally identify you or any other user of the Voya Site, for example, by using PII to display content according to your zip code.

Because non-personally identifiable information does not personally identify you, we may use such information for any purpose, including without limitation to enhance website security, detect broad demographic trends, provide content tailored to your interests, and otherwise enhance your experience on the Voya Site. This information may also be shared with third parties on an aggregate and non-personally identifiable basis.

- c. Personally Identifiable Information. Depending upon which Voya Sites you visit and which online services you use, the types of information we may collect from you could include your name, email address, mailing address, telephone number(s), account number(s), banking information, user name and password. In addition, we may collect Social Security numbers, driver's license or government-issued identification numbers, dates of birth, gender, health information, banking information, assets, and income, for you and your joint owners and beneficiaries, and other types of demographic and personal financial information when you provide such information on applications or forms or while using our online services and where we believe such information is reasonably required for ordinary business purposes. We may also collect information about you from additional online and offline sources, including commercially available third-party sources such as credit reporting agencies. We may combine this information with the personal information we have collected from you under these terms.
- d. Email Unsubscribe. You may unsubscribe from marketing emails from Voya at any time. If you wish to do so, click on unsubscribe at the bottom of the communication you wish to opt out of. You may also update your communication preferences in your myVoya profile or on the Communication Preferences page of the particular Voya Site at any time. Please note that the communication preferences in myVoya apply only to marketing and educational emails and will not affect emails related to your Voya account(s).
- e. Monitoring Use. Voya reserves the right to view, monitor, and record any and all use of the Voya Site in its discretion. However, unless required by law, we do not have any obligation to you to conduct such monitoring or to take any action based on any monitoring we may conduct. If you do not consent to such monitoring, you should not access the Voya Site.

Security

In general, information sent through the Internet is not secure. Email services that may be provided through the Voya Site generally are not encrypted and do not provide a secure and private means of communication with us. Certain services offered on the Voya Site do provide a secure means to communicate with us; this is indicated by an icon that appears on your screen when you are using such a service. For certain types of communications through the Voya Site, or for access to certain portions of the Voya Site, we may require the use of encryption technologies provided for your protection and/or require you to use user identification information ("UserID") and passwords. You are responsible for the confidentiality and use of your UserID and passwords. If you become aware of any loss, theft or unauthorized use of your UserID, password, social security number or account number, immediately notify the appropriate Voya company. While Voya may use reasonable precautions to protect confidential information and provide suitable security, we cannot guarantee that information transmitted through the

Internet is secure, or that such transmissions will be free from delay, interruption, interception or error. Please be aware that although passwords or other security protections may be in use, Voya reserves the right to monitor any and all transmissions, stored messages and routine backup copies of communications to ensure appropriate system usage.

Reporting Abuse

If you see something on the Voya Site that you believe violates our Terms, please report it to us.

Execution of Transactions

If the Voya Site permits you to access your account or insurance product or conduct certain transactions (such as opening accounts, managing contributions and investment allocations, requesting policy loans or partial withdrawals, and updating personal information), you can only utilize those services by following the instructions stated within the appropriate password protected log-on section of the Voya Site. When using the Voya Site to execute transactions, problems may occur that are beyond Voya's ability to correct. Access to the Voya Site may be limited or unavailable during periods of peak demand, systems upgrading, maintenance or other reasons. If you are not able to complete your transaction due to a system failure, fail to receive written confirmation of a transaction or its execution within ten (10) business days after execution, or receive confirmation of a transaction you did not request, you must contact the appropriate Voya company immediately. Voya will not assume responsibility for such system failures and errors. WE ARE UNABLE TO EXECUTE TRANSACTIONS OR PROVIDE PERSONAL ACCOUNT INFORMATION VIA E-MAIL, TEXT, SMS, SOCIAL MEDIA OR SIMILAR ON-LINE OR ELECTRONIC COMMUNICATIONS.

Governing Law / Miscellaneous

These Terms are governed by the laws of the State of New York, without regard to its conflict of laws provisions, and shall inure to the benefit of Voya's successors and assigns, whether by merger, consolidation, or otherwise. If you take legal action relating to these Terms or your use of the Voya Site, you agree to file such action only in New York and you consent to submit to the personal jurisdiction of the state and federal courts of New York for the purposes of pursuing any such action. Any cause of action you may have arising out of or related to your use of the Voya Site must be commenced within one (1) year after the cause of action arises. Voya reserves the right to seek all remedies available at law and equity for violations of these Terms, as well as the right to restrict access to the Voya Site or any portion of it. Voya does not represent that the information in the Voya Site is appropriate or available for use in other locations, and access from certain locations may be strictly prohibited. Those who access the Voya Site do so on their own initiative and are responsible for compliance with all applicable local laws. These Terms represent the entire agreement between Voya and you relating to the subject matter herein. If any provision of these terms is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severed from these terms and will not affect the validity and enforceability of the remaining provisions.

U.S. Export Controls

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 United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department 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 United States export control laws and that you will not transfer any software or other content from the Voya Site in violation of United States export controls.

Forward Looking Statements

Certain statements contained herein are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements relating to future developments in our business or expectations for Voya's future financial performance and any statement not involving a historical fact. Forward-looking statements use words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," and other words and terms of similar meaning in connection with a discussion of future operating or financial performance or other events. Such statements are based on management's views and assumptions at the time such statements were originally made and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from those expressed or implied in such statements. Because the Voya Site includes historical documents, any such statements may not reflect Voya's current views, assumptions, or expectations. Actual results, performance or events may differ materially from those in any such statements due to, among other factors, (i) general economic conditions, including in particular economic conditions in Voya's core markets, (ii) performance of financial markets, including emerging markets, (iii) the frequency and severity of insured loss events, (iv) mortality and morbidity levels and trends, (v) persistency and lapse levels, (vi) interest rates, (vii) currency exchange rates (viii) general competitive factors, (ix) changes in laws and regulations, and (x) changes in the policies of governments and/or regulatory authorities. Factors that may cause actual results to differ from those in any forward-looking statement also include those described in Voya's periodic and other filings with the Securities and Exchange Commission. Voya does not undertake any obligation to correct or update any forward-looking statements on the Voya Site.

Children

The Voya Site is not intended to market any products or services to children under thirteen (13) years of age. We do not knowingly gather or solicit data from children under thirteen (13) years of age through the Voya Site for marketing or other purposes. By using the Voya Site, you represent that you are not under thirteen (13) years of age.