



National Association of Insurance
and Financial Advisors

LIFE AND ANNUITY CERTIFIED PROFESSIONAL (LACP)

TERMS and CONDITIONS

ACKNOWLEDGEMENT

I hereby affirm that I am over the age of eighteen, and I authorize the investigation of all statements made by me to the National Association of Insurance and Financial Advisors (NAIFA) including, but not limited to, those statements contained in this application for the Life and Annuity Certified Professional (LACP) certification. I understand that misrepresentation or omission of facts is cause for denial or revocation of the right to use the Life and Annuity Certified Professional (LACP) certification and certification-related marks (e.g., LACP) and logos (collectively, the “Marks”), and that I may not use any of the Marks until I receive official notification of my authorization to do so from NAIFA.

I understand that NAIFA owns and controls the Marks and sets and administers the standards and requirements for obtaining and maintaining authorization to use the Marks. I understand that NAIFA confers authorization to use the Marks to individuals who meet the requirements for the LACP certification. I understand that use of the Marks is subject to these Terms and Conditions and ongoing renewal requirements as they presently exist or as they are modified from time to time.

I affirm that I have read, understand, and voluntarily agree to be bound by the Terms and Conditions set forth below. I declare under penalty of perjury that the representations contained in this application are true, complete, and correct. I understand that all fees are non-refundable, regardless of whether authorization to use any Marks is granted or revoked. I understand that by submitting this application electronically, I am consenting to the use of electronic records regarding my application. I acknowledge that I am the same individual referenced in the information I am submitting with my application. I understand that I am waiving any rights to challenge the authenticity of this record and any further electronic records between me and NAIFA.

I agree that:

a. **Authorization.** Upon acceptance of my initial or renewal application for the LACP certification (each an “Application”) and subject to these Terms and Conditions (the “Terms”), I will be granted a limited, personal, non-transferable, non-assignable, non-exclusive, revocable license to use the Marks (as defined below). No other rights are granted except for those explicitly granted herein.

b. **Term of Use.** Permission to use the Marks exists solely for the authorization period, as defined by NAIFA. At the end of such authorization period, if I do not renew my rights to use the Marks, the authorization expires, all rights to use the Marks terminate, and I must immediately cease use of any and all Marks previously granted to me. My rights to use the Marks may be terminated if at any time I fail to maintain current authorization status.

c. **Restrictions on Use.** Without limiting the other terms and restrictions set forth in these Terms, I will not, directly or indirectly: (i) use the Marks in conjunction with the sale of any tangible goods, (ii) state or imply that NAIFA has made a determination on the merits or quality of any services I may render, (iii) license individuals to use the Marks, (iv) use the Marks in a manner that implies another individual or company is qualified to use the Marks, or (v) use the Marks in violation of NAIFA’s LACP policies and procedures and Marks usage guidelines, which are incorporated herein by reference.

d. **Ownership.** I understand that the right to use the Marks is limited as referenced herein and does not extend to any other of NAIFA’s Marks. I will display or use the Marks only in the manner permitted and as defined by NAIFA.

e. **Compliance with Rules and Policies.** I have read, understand, and will comply with all rules and policies contained in NAIFA’s LACP Candidate Handbook and, to the extent related to the LACP certification, posted on

NAIFA's website, all of which are incorporated herein by reference, as they presently exist and as they may be amended from time to time.

f. Revocation of Right to Use. NAIFA retains the absolute and unrestricted right to revoke, at its sole discretion, any rights I have to use the Marks, if it finds that I have failed to comply with these Terms. In addition, if it is determined that I have misused the Marks, I agree that I will immediately cease use of the Marks, change the manner in which I use the Marks as directed by NAIFA, or comply with any other remedy deemed appropriate by NAIFA for the circumstances. I agree that my failure to respond to inquiries, notices, or investigations by NAIFA may result in termination of any rights I have in the use of the Marks.

g. Indemnification. Neither NAIFA nor any trustees, directors, officers, employees, or others acting on NAIFA's behalf shall be liable to me for any actions taken or omitted in an official capacity or in the scope of employment, except to the extent that such actions or omissions constitute willful misconduct or gross negligence, and I hereby release NAIFA and the persons identified above from any liability for any such actions or omissions. I further agree to defend, indemnify, and hold harmless NAIFA and any trustees, directors, officers, employees, agents or others acting on NAIFA's behalf from and against any and all claims, demands, judgments, awards, and expenses related thereto (including court costs and reasonable fees of attorneys and other professionals) brought or threatened by any third parties, including my clients, arising out of: (i) any breach by me of my Application or these Terms; (ii) any failure by me or my authorized agents to comply with applicable laws; (iii) the services provided by me; (iv) any unauthorized representation, warranty, agreement or the like, express or implied, made by me or my authorized agents to or with any third party with respect to any acts or omissions (including statements, representations or warranties not authorized by NAIFA); or (v) acts or omissions taken by me in connection with the use of the Marks. Notwithstanding the above, NAIFA expressly reserves the right to retain separate counsel to participate in the defense or settlement of any such claims.

h. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL NAIFA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE ANY OF THE MARKS, INCLUDING, WITHOUT LIMITATION, THE IMPLEMENTATION OF ANY FORM OF DISCIPLINE, EVEN IF NAIFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NAIFA'S LIABILITY UNDER THIS DECLARATION AND AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND DEFAMATION) OR OTHERWISE, EXCEED THE AMOUNT PAID IN APPLICATION FEES. LIABILITIES SHALL BE LIMITED AND EXCLUDED, EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

i. Miscellaneous.

1. Integration. My initial or renewal Application, these Terms, and the documents incorporated by reference herein constitute the complete agreement between me and NAIFA and supersede all prior or contemporaneous oral or written representations and warranties. NAIFA may modify these Terms from time to time. No modification of these Terms by me shall be binding.

2. Assignment. I will not assign or transfer any of my rights or obligations under these Terms. Any assignment or delegation by me of these Terms or any of my rights or obligations hereunder shall be null and void. NAIFA may assign its rights herein, without my prior consent.

3. Relationship. My relationship with NAIFA is that of a designee granted limited use of the Marks and in no way constitutes an independent contractor, partnership, franchise, joint venture, agency, or employment relationship.

4. Enforcement. If I do not cease use of any and all Marks immediately upon revocation, relinquishment, or termination, or if I violate the provisions of these Terms, such action shall be considered exceptional, and I will pay any expenses incurred by NAIFA while enforcing this provision, including, but not limited to, attorneys' fees.

5. Choice of Law; Forum. These Terms and any action relating thereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. I will not bring any action arising from or relating to these Terms except in a court of appropriate jurisdiction in Fairfax County, Virginia, and I expressly consent to personal jurisdiction and proper venue by and in such court.