

# InsureSeeker Terms of Use

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## **Please read these terms and conditions of use carefully before using this website.**

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This Terms of Use policy is effective as of the last updated date specified above. We reserve the right to change the Terms of Use at any time. Please check this page periodically for changes as your continued use of the Site or Services after any such change will constitute your acceptance of any modified terms.

## **The Services**

The Services are provided “as is” and include expert advice, free information, including insurance quotes, quote ranges, tools, links and recommendations to help you with insurance and financial related decisions. Most information provided through the Service is provided for general information and educational purposes. There is information provided at the point of sale for commercial purposes.

The Services include incorporation of third-party insurance products, brokers, and companies in the form of advertisements, insurance quotes, online purchases, email, phone call, text message, or any other marketing medium. This serves as notice that you may have third-parties contact you on your behalf.

The Services also include formal quoting, brokering and transacting of third-party insurance products. We act as a licensed insurance agency. Any quotes, or quote ranges provided on the Site or over the phone are non-binding. Any final insurance policy premium for any policy is determined following application by the underwriting insurance company. Insurance products and their availability may vary by state and your individual circumstances and additional minimum coverage limits may be required in your state. The third-party insurance products offered for sale through the Site are only available in jurisdictions in which we are properly licensed.

At times, our Services may require you to agree to additional terms and conditions, or enter into separate agreements with us or applicable third-parties. Any third-party insurance products purchased by you through the Site are subject to the contract terms of the applicable insurance carrier. In the event of a conflict between these Terms of Use and the terms of any insurance policy, the terms of the insurance policy will control.

## **Account**

The Site is largely a free and unrestricted resource, however, to access certain password-protected areas of the Site and Services, you must register for an account. Your account is also important for purchasing, storing and managing your insurance policies. To register for an account, you must provide us with your first name, last name and email address. You warrant and represent that all registration information provided by you is truthful and accurate. With your permission, we will create an account for you as a part of the Services, in this event, you are the owner of the account as if you created it. You are required to update your registration information as necessary from time to time. All registration information and any other personal information that you provide to us through your use of the Services is subject to the terms of our Privacy Policy.

Accounts are protected by passwords and pins. You are solely responsible for the confidentiality of your password, as well as for any use of the Site or any Services made using your password. Your password should only be used by you, and you should not share your password with any third party. We reserve the right to delete or change any password at any time and for any reason upon notice to you. We reserve the right to issue a pin to log in to your account.

## **User Conduct**

You promise NOT to use this website for any of the following purposes or activities: conducting or supporting illegal activity of any type whatsoever; transmitting or storing worms or viruses or any code of a destructive nature; threatening, harassing, abusing, impersonating, injuring or intimidating others; interfering with others' use of this Website, unless such interference is for the purpose of complying with another section of these Terms of Use; delivering spam or collecting information to delivery spam, or sending unsolicited email advertisements; decompiling, disassembling, reverse engineering or otherwise attempting to discover any source code contained in this Website; disguising the origin of any content transmitted through this Website or manipulating your presence on the Website; and/or causing the launch of any automated system(s) that accesses this Website in a manner that sends more request to servers of the Website in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

## **Intellectual Property**

The Site contains material, such as text, graphics, images, photos and other material provided by or on behalf of us, and through your use of the Services you will be provided with additional

information from us. These materials and information are collectively referred to herein as the “Content”. The Content is owned by us and/or our licensors and may be protected under both United States and foreign copyright laws and treaties. The Content includes, but is not limited to, the trademarks, services marks, and logos that are used and displayed on the Site, which are registered and unregistered trademarks or service marks of ours or our licensors. Moreover, the organization and design of the Website are property of InsureSeeker and are protected worldwide by copyright laws and treaty provisions.

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## **Unsolicited Information**

We provide Services for inquiries and peer-to-peer interaction, and you are solely responsible for your use of these Services. By submitting any unsolicited information and materials, including comments, ideas, questions, and other similar communications (“Unsolicited Information”) you agree to be bound by the following terms and conditions. All Unsolicited Information will be considered NON-CONFIDENTIAL and PROPRIETARY and will become InsureSeeker’s property upon its submission. We are entitled to use such communication or material for any purpose whatsoever, commercial or otherwise, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and further posting, without any compensation to the provider of the Unsolicited Information. Further, we are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to the Site for any purpose whatsoever, commercial or otherwise, including but not limited to developing, manufacturing and marketing products. By submitting any Unsolicited Information, you are granting us a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information. Notwithstanding the foregoing, any personal information you submit to InsureSeeker through the pages located on the Website will be held in confidence by us as set forth in our Privacy Policy.

## **Collection and Use of Information**

InsureSeeker respects your privacy. Your use of the Services transmits information, and possibly personally identifiable information. Any collection or use of personally identifiable information collected from you via the Website is governed by our Privacy Policy which is incorporated herein in its entirety. It is important that you read and understand the terms of our Privacy Policy. InsureSeeker may cooperate with and disclose information (including your account information) to any authority, government official or third party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement whether related or unrelated to your use of misuse of the Website.

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## **External Sites**

The Site may contain links to third-party websites, including, without limitation, the websites of the insurance companies offering the third-party insurance products made available to you through the Services ("External Sites"). We have no control over the External Sites, and we do not endorse and we are not responsible for the content, form or function of any linked External

Sites. We are not responsible or liable for the actions, products or content of the External Sites, as they are provided for your convenience and are to be accessed entirely at your own risk. We do, however, seek to protect the integrity of our Website and welcome any feedback about external links, including information regarding a broken link. The Site may include interactive social media features (such as the Facebook “Like”) button and Widgets, such as the “Share This” button) or other interactive mini-programs that run on our Website and connect to External Sites (collectively the “Features”). The Features may collect your IP address, which page you are visiting on our Website and may set a cookie to enable the Features to function properly. The Features are either hosted by a third party or hosted directly on our Website. Your interactions with the Features are governed by the privacy policies of the External Sites providing them. Before using an External Site, please refer to the terms of use and privacy policies of the External Sites for more information.

## **Indemnification**

You shall defend, indemnify, and hold us and our officers, directors, employees, successors, managers, licensees, and assigns harmless from and against any and all claims, actions, or demands, including without limitation, reasonable legal and accounting fees, arising or resulting from; (i) your breach of these Terms of Use, or (ii) your access to, use, or misuse of the Site, any Services or any Content.

## **Termination**

We may terminate these Terms of Use and your access to all or any part of the Site or the Services at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site or the Services at any time without prior notice or liability.

## **Miscellaneous**

In the event that any portion of these Terms of Use is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of these Terms of Use shall remain in full force and effect. This section, the section entitled indemnification, and the section entitled Disclaimer, Limitation of Liability and Intellectual Property shall survive the termination of these Terms of Use. You may not assign these Terms of Use. No waiver shall be effective unless in writing signed by an authorized representative of InsureSeeker. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms of Use. We control and operate the Website from our offices within the State of Arizona, United States of America, and these Terms of Use shall be governed by and construed in accordance with the laws of the State of Arizona. You are solely responsible for compliance with all applicable laws and regulations that may govern your access and use of the Website. Except for proceedings commenced by us to protect our intellectual property or confidential information which may be brought in any court of competent jurisdictions, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by the state or federal

courts located in Maricopa County, Arizona. These Terms of Use contain the entire agreement of the parties concerning the subject matter hereof and supersede all existing agreements and all other oral, written or other communication between the parties concerning its subject matter.

If you have any questions, or would like additional information about the Terms of Use please contact us as [Support@InsureSeeker.com](mailto:Support@InsureSeeker.com)