

# Acceptance of Terms

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#### Terms of Service

Please read this Terms of Service Agreement carefully. MedicaidInsuranceBenefits.com ("MedicaidInsuranceBenefits.com," "our," "us") provides the Services, which are defined below, to you subject to the following Terms of Service, which may be updated by us from time to time without notice to you. By accessing, browsing or using the websites (collectively, the "Website(s)" or "Site(s)") owned and operated by MedicaidInsuranceBenefits.com and the Services provided through or in connection with the Websites, you accept and agree to be bound by the terms and conditions of the Terms of Service. Your continued use of the Services following any posted changes to the Terms of Service constitutes your acceptance of such changes. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. You certify to MedicaidInsuranceBenefits.com that: (i) you are at least eighteen (18) years of age; (ii) you assume full responsibility for the use of the Service by any minors; (iii) you agree that all information you have submitted through the Service, online or otherwise, is accurate and complete, and that you have not knowingly submitted false information on or through the Website or Service; and, (iv) your use of the Service is subject to all applicable federal, state, and local laws and regulations.

## Privacy Policy

MedicaidInsuranceBenefits.com respects your privacy and permits you to control the treatment of your personal information. Please click here to see MedicaidInsuranceBenefits.com's Privacy Policy. Our Privacy Policy is expressly incorporated by reference into this Terms of Service Agreement. If you do not agree to be bound by these Terms of Service and the Privacy Policy, you may not use or access the Service.

## Terms Applicable to All Products and Services

MedicaidInsuranceBenefits.com does not charge you a fee to research and compare services. Any compensation MedicaidInsuranceBenefits.com may receive is paid by the individual Client that provides such products and services.

Our Service is an online marketplace where you can research and compare services in a number of different categories, including, but not limited to, home purchase loans, home equity loans, home refinance loans, dating, dieting, healthcare, auto insurance, and online educational programs (collectively, the "Service"). MedicaidInsuranceBenefits.com; does not endorse or recommend the products or services of any particular Client (defined below) on any of its Websites or guarantee acceptance into any particular program. MedicaidInsuranceBenefits.com is not an agent of either you or any Client.

You understand and agree that if you submit a request for a product or service offered through the Service, MedicaidInsuranceBenefits.com will share your personal information (such as your full name, address, e-mail address, telephone number, and any other information you provided or permitted us to obtain and disclose) with any Clients in our network, including but not limited to banks, correspondent lenders, mortgage bankers, brokers, dieting and healthcare providers, insurances agents, and online education program providers, (hereinafter referred to individually and/or collectively as "Client(s)") to process and fulfill your request.

You understand that Clients are not employees or agents of MedicaidInsuranceBenefits.com, nor is MedicaidInsuranceBenefits.com an agent of the Clients. The terms of your relationship with any Client, including terms, conditions, warranties or representations associated with such dealings, are solely between you and such Client. Your rights under any contract you may enter into with any Client are governed by the terms of such contracts and by applicable federal, state and local laws, rules and regulations. Should you have a dispute with any Client, you must address such dispute with the Client directly. You agree not to hold MedicaidInsuranceBenefits.com liable for any loss or damage of any sort incurred as the result of any of your dealings with any Client. MedicaidInsuranceBenefits.com does not guarantee that it will be able to match you with a Client or Clients through your use of this Service or that the Clients available through this Service are either capable of or willing to provide you with products or services. MedicaidInsuranceBenefits.com and our participating Clients expressly reserve the right to discontinue, suspend or terminate the offering of MedicaidInsuranceBenefits.com's Service and participating Clients' products or services at any time and without prior notice.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission, you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to any product through our Service to each of the Clients to whom your request is transmitted. By submitting any request for products or services, you are extending an express invitation to be contacted by one or more Clients either by telephone, email, or postal mail based on the information you have provided to us, even if you have opted into any federal, state, or other applicable Do Not Call List. You understand that Clients may

maintain the information you submitted through the Service whether you elect to use their services or not. In the event you no longer want to receive communications from a Client, you agree to notify the Client directly. You also give MedicaidInsuranceBenefits.com permission to send you periodic updates of current products or services which may be of interest to you.

**Content Disclaimer:** MedicaidInsuranceBenefits.com MAKES NO WARRANTY REGARDING THE CONTENT ON ANY WEBSITE, AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE.

#### Prohibited conduct.

In using the Service, you must not (i) submit, transmit or facilitate the distribution of information or content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Service; (vi) use any robot, spider, scraper or other system to access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Service; (x) bypass the measures we may use to prevent or restrict access to the Service; or (xi) use the Service for commercial or advertising purposes.

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### Indemnification.

YOU AGREE TO INDEMNIFY MedicaidInsuranceBenefits.com, INCLUDING MedicaidInsuranceBenefits.com'S PARTNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ADVERTISERS, AND THIRD PARTY SERVICE PROVIDERS (COLLECTIVELY, "MedicaidInsuranceBenefits.com PARTIES"), AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE SERVICE, YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: MedicaidInsuranceBenefits.com DISCLAIMS ALL WARRANTIES. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MedicaidInsuranceBenefits.com, INCLUDING MedicaidInsuranceBenefits.com PARTIES, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (d) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS OR NEEDS.

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## Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT MedicaidInsuranceBenefits.com, INCLUDING MedicaidInsuranceBenefits.com PARTIES, WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL. SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES OR RESULTING FROM ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHROIZED ACCESSS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA OR RELIANCE UPON ANY WEB SITE LINKED TO FROM THE SERVICE. EVEN IF MedicaidInsuranceBenefits.com, INCLUDING MedicaidInsuranceBenefits.com PARTIES, HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW Release. YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE MedicaidInsuranceBenefits.com AND MedicaidInsuranceBenefits.com PARTIES AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SERVICE.

## Notice.

MedicaidInsuranceBenefits.com may provide you with notices, including those regarding changes to the Terms of Service, either by email, regular mail, or postings on the Service. All notices to MedicaidInsuranceBenefits.com must be made in writing and mailed to:Info@MedicaidInsuranceBenefits.com

#### Termination.

You agree that MedicaidInsuranceBenefits.com may, under certain circumstances and without prior notice, immediately terminate your access to the Website or Service. Cause for such termination may include, but not be limited to: (i) breaches or violations of the Terms of Service or other incorporated agreements or the Privacy Policy; (ii) requests by law enforcement or other government agencies; (iii) discontinuance or material modification to the Service (or any part thereof); and (iv) unexpected technical or security issues or problems. You agree that all terminations will be made in MedicaidInsuranceBenefits.com's sole discretion and that MedicaidInsuranceBenefits.com will not be liable to you or any third party for any termination or access to the Website or Service.

### Modification to Service.

MedicaidInsuranceBenefits.com may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. MedicaidInsuranceBenefits.com shall post any revision to these Terms of Service to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

## Governing law and Other Terms.

Mandatory Arbitration. You understand and agree that all claims, disputes, or controversies between you and MedicaidInsuranceBenefits.com, including MedicaidInsuranceBenefits.com Parties, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and the issue of arbitration, shall be resolved by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules (AAA Rules) in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Terms of Service, by one or more arbitrators appointed in accordance with the said rules at a location within San Francisco County, California. Any controversy concerning whether a dispute is arbitral shall be determined by the arbitrator(s) and not by the court. Judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. Neither you nor MedicaidInsuranceBenefits.com shall be entitled to join or consolidate claims

in arbitration by or against other consumers or arbitrate any claim as a representative or member of a class or in a private attorney general capacity. The parties voluntarily and knowingly waive any right they have to a jury trial.

### California Law and Jurisdiction.

All disputes arising out of or related to the use of the Site or Service, as permitted following the Mandatory Arbitration described above, shall be brought in the state or federal courts located in the Northern District of California, and you hereby irrevocably consent to the exclusive jurisdiction and venue thereof. This Agreement will be construed in accordance with the laws of the State of California without regard to its conflict of law principles. If the law of your residence prohibits or limits your participation in the Service, then you are responsible for complying with such laws and you agree to indemnify MedicaidInsuranceBenefits.com, including MedicaidInsuranceBenefits.com's partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and their suppliers, against any breach or violation.

## Enforceability.

If any part of these Terms and Conditions is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. These Terms and Conditions are personal to you and you may not transfer, delegate or assign these Terms and Conditions to anyone.

## Assignment.

Any attempt by you to assign or delegate these Terms and Conditions shall be null and void. MedicaidInsuranceBenefits.com may assign these Terms and Conditions at its sole discretion.

## No Third Party Beneficiaries.

You agree that, except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to these Terms of Service.

### Waiver.

No failure of either party to exercise or enforce any of its rights under these Terms and Conditions will act as a waiver of such rights.

## Entire Terms of Service.

These Terms and Conditions, the Privacy Policy and other terms, conditions and policies MedicaidInsuranceBenefits.com may post on this Service constitute the entire Terms of Service between you and MedicaidInsuranceBenefits.com in connection with the Service and supersede all prior agreements between the parties regarding the subject matter contained herein. Contacting MedicaidInsuranceBenefits.com. If you have questions, please contact us at info@MedicaidInsuranceBenefits.com.

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