

WEBSITE TERMS & CONDITIONS OF USE

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY

MedAmerica Insurance Company (Home Office: Pittsburgh, PA), MedAmerica Company of New York (Home Office: Rochester, NY), and MedAmerica Insurance Company of Florida (Home Office: Orlando, FL) (hereinafter collectively referred to as “MedAmerica,” “us,” “we,” “our,” and “Company”) have created the following Terms & Conditions of Use Policy (“Terms & Conditions”) for when you visit our website (hereinafter referred to as the “Website”). By using our Website, you agree to the following Terms & Conditions including the **BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER** as described in Section XIV, below. We may revise these terms at any time, so it is important for you to review them periodically.

We incorporate herein and refer to our Privacy Policy on our Website for information about the types of information we collect, how we use it, how you can control the use and disclosure of it, and how you may access and update information about you provided to us.

I. GENERAL CONDITIONS

Please read these Terms & Conditions carefully before accessing or using the Website or the features contained within the Website (hereinafter “Services”). If there are inconsistencies between our Privacy Policy and the Terms & Conditions, the Privacy Policy will control. By using the Website, you (“your,” “member,” “user,” or “Agent”) agree to be bound by the following Terms & Conditions.

The Terms & Conditions constitute a legally binding agreement between you and MedAmerica. The Terms & Conditions govern any and all use of the Website, and apply to any and all users, including without limitation, users who are browsers, visitors, agents, members. If you do not agree to all of the Terms & Conditions, then you must not use the Website, or any Services offered or accessed through the Website. If you violate the Terms & Conditions, we reserve the right to deny you access to the Website, together with any and all other legal remedies.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms & Conditions.

II. NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO USE OUR WEBSITE

We grant you a limited, revocable, non-exclusive, non-transferable license to review and in some instances print content, on the Website for your personal, business, educational purposes as long as they do not violate any aspect of these Terms & Conditions or applicable law, including our intellectual property or the intellectual property rights of another party. Any reproduction, distribution, republication or retransmission of any materials posted on our sites or applications in whole or part for any reason except personal use is prohibited without prior written permission of Company. We reserve the right to terminate or limit your access to the Website and/or the licenses granted herein for any reason and in our sole discretion.

We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the Services with or without notice and for any reason, including performing maintenance, repairs or upgrades. We will endeavor to provide notice before any scheduled upgrades.

We (and our licensors) remain the sole owner of all rights, title, and interest in the Services.

III. SCOPE OF USE OF OUR WEBSITE

The purpose of our Website is to provide information to visitors and agents about the Company in general.

IV. APPROPRIATE USE OF OUR WEBSITE

Once registered for the Agent portal on the Website, you should not share your User ID or Password with anyone. By accessing or registering with the Agent account system through our Website, you are representing that you are the Agent, or you are legally authorized to act on behalf of the Agent, and you agree not to impersonate or falsely claim to represent any other person. Any individual who provides false information, attempts to pose as or impersonate someone else, or otherwise defrauds Company may be subject to civil and criminal penalties and legal action.

V. COPYRIGHTS AND TRADEMARK

All content on the Website, including but not limited to design, artwork, hyperlinks, text, software, images, technical drawings, configurations, graphics, other files, and their selection and arrangement (“Materials”) are either copyrighted by Company or are the proprietary property of Company, or Company has an independent license to the product or service. We reserve any and all rights to the Materials. The Materials may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means in whole or part without our prior written permission except you may download and print Materials for uses that are not competitive with or derogatory to Company, provided that you keep all copyright or other proprietary notices intact. Please note that this limited consent may be revoked at any time by Company and does not include consent to republish Materials on the Internet, or any Intranet or Extranet site, or to incorporate the Materials in any data base or other compilation. Any other use of the Materials is strictly prohibited. You further agree that you will not systematically extract, collect or harvest through electronic means or otherwise, any data or data fields from the Website, including but not limited to user and member identities.

All trademarks on the Website are trademarks or registered trademarks of the Company, or licensors and may not be copied, imitated, or used in whole or in part without the prior written permission of Company, or its owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours or our affiliates and may not be copied, imitated or used in whole or in part without prior written permission of us.

VI. CHILDREN'S INFORMATION

You agree that you are not under thirteen (13) years of age. The Website is intended for users over the age of eighteen (18) and we do not intend to collect information from anyone under the age of thirteen (13).

VII. PERSONAL INFORMATION, PRIVACY, AND COOKIES

We incorporate herein and refer to our Privacy Policy on our Website for information about the types of information we collect from you ("Information"), how we use it, how you can control the use and disclosure of it, and how you may access and update Information about you provided to Company. You understand that your Information may be transferred over various networks and changes to confirm and adapt to technical requirements of connecting networks or devices. The Information we receive about you is governed by our Privacy Policy, which is available at: Privacy Policy.

VIII. LINKS TO OTHER WEBSITES

The Website might include links to other websites. We are not responsible for examining or evaluating the content or accuracy of any other website and do not warrant and will not have any liability or responsibility for any other party's materials or websites or for any other materials, products, or services of other websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any other party's websites. Please review carefully other party's website's policies and practices and make sure you understand them before you engage in any transaction. Claims, complaints, questions, or concerns regarding other parties should be directed to that party.

IX. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms & Conditions, you are prohibited from using the Website or its Services or content: (a) for any unlawful or fraudulent purpose, including but not limited to, the use of fraudulent bank information; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate Company's intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based upon gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses, worms, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website (or related website, other websites, or the Internet) or Services; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, scrape or facilitate the use of any malware or ransomware; (j) for any damaging, obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Website (or related website, other websites or the Internet) and/or Services; or (l) for any breach or violation of any of the Terms & Conditions or our Privacy Policy. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

X. ACCURACY, COMPLETENESS, & TIMELINESS OF INFORMATION

A. Errors, Inaccuracies, & Omissions

The Website may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information at any time without prior notice. We do not take on any obligation to update, amend, or clarify information on the Website, except as required by law.

B. Links to the Website

You may not create a link to any page of the Website without our prior written consent. If you do create a link to a page of the Website, you do so at your own risk and the exclusions and limitations set out above will apply to your use of the Website by linking to it.

C. Links from the Website

We do not monitor or review the content of other party's websites that are linked to the Website. We encourage visitors to the Website to be aware of when they leave our Website and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this Website or accessed through this Website yourself, before disclosing any personal Information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal Information.

XI. DISCLAIMER

The information on the Website is provided on an "as is" basis without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or condition of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. We do not guarantee, represent, or warrant that your use of the Website, or the Services, will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable. You agree that from time to time we may remove the Website and Services for indefinite periods of time or cancel them at any time without notice to you. To the fullest extent permitted by law, the Company excludes all representations and warranties relating to this Website and its contents and Services for which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Website and/or the Company's literature.

Company shall have no duty to update or keep current our Website and applications and disclaim any responsibility for the content or accuracy of the information contained on them. To the extent permitted by law, Company will not be liable to you or anyone else for (1) any decision made or action taken by you or anyone else in reliance on materials or information obtained or downloaded from our Website or applications, or (2) any direct, indirect, consequential, incidental, special, or similar damages arising out of or related to the use of, delay in being able to use, or inability to use our Website or applications, the materials, products and services they provide, or any other hyperlinked website or third-party product or service, even if Company is

advised of the possibility of such damages. Certain states do not allow the limitation or exclusion of liability, so some or all of the above limitations and exclusions may not apply to you.

In no case shall Company its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, damage caused to your computer, computer software, systems and programs and the data thereon, replacement costs, or any similar damages, whether based in contract, tort, strict liability or otherwise arising from your use of the Website or Services or in any way related to the Website and Services, including but not limited to any errors or omissions in any of the use of the Services or any content or product posted, transmitted, or otherwise made available. In any event, the aggregate liability of Company and our service providers under these Terms & Conditions shall not exceed five hundred dollars (\$500.00).

Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

XII. JURISDICTION

The Terms & Conditions and any separate agreements whereby we provide you Services shall be governed and construed in accordance with the laws of New York, without reference to any conflict of laws rules. By using our desktop or mobile website or applications, i.e., the Website or Services, you hereby consent to the personal and exclusive jurisdiction and venue of federal and state courts in Monroe County, New York.

The Website is hosted in the United States. If you access the Website from a location outside of the United States, you are responsible for compliance with all local laws. You agree that you will not use the Website or Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

XIII. ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

BINDING ARBITRATION NOTICE: You and MedAmerica agree that any dispute or claim arising from or related to the Website, our Services and/or these Terms & Conditions will be resolved by confidential binding arbitration, rather than in court, after first giving notice to the other party and the opportunity to discuss resolution within thirty (30) days of such notice (“Notice”). The Notice to MedAmerica should be sent to MedAmerica Insurance Company, Attn: Privacy Officer, Re: Notice of Dispute, PO Box 41930, Rochester, NY 14604-0620. MedAmerica will send any Notice to you to the physical address we have on file associated with your MedAmerica account; it is your responsibility to keep your physical address up to date. This Notice must include a description of the nature and basis of the claims the party is asserting, and the relief sought.

If you and MedAmerica are unable to resolve the claims described in the Notice within thirty (30) days after the Notice is sent, you or MedAmerica may initiate arbitration proceedings. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the provisions of these Terms & Conditions as a court would. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.**

The Federal Arbitration Act and federal arbitration law apply and the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

YOU AND MEDAMERICA AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

XIV. SEVERABILITY

To the extent that any provision of these Terms & Conditions is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

XV. TERMINATION

These Terms & Conditions are effective until terminated. We may terminate this agreement at any time without notice to you and may deny you access to the Website and Services.

XVI. INDEMNIFICATION

To the fullest extent permitted by law, and except to the extent arising from our negligence, recklessness, gross negligence, or intentional misconduct, you agree to indemnify, defend, and hold harmless Company, and our parent, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

If you are a California resident or resident of a state with a similar applicable law, you hereby expressly waive California Civil Code section 1542 in connection with the foregoing (or such other similar applicable law in your state), which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

XVII. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to the Terms & Conditions. We shall have the right to assign our rights or delegate any of its responsibilities under these Terms & Conditions to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our Terms assets.

XVIII. CHANGES TO THESE TERMS & CONDITIONS

We reserve the right to change, modify, or amend these Terms & Conditions at any time to reflect changes in our practices and service offerings. If we modify our Terms & Conditions, such changes will be effective upon posting. It is your obligation to check our current Terms & Conditions for any changes. Your continued use of or access to the Website and our Services following the posting of any changes constitutes acceptance of those changes.

These Terms & Conditions may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

XIX. QUESTIONS

If you have any questions about these Terms & Conditions, please send us an email or write us at MedAmerica Web Security Help Desk Re: Web Site Privacy Policy, PO Box 41930, Rochester, NY 14604-0620 or email at LTCprivacy.officer@MedAmericaLTC.com. You can also contact us toll-free at 1-800-544-0327 Ext. 3413.

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