



Terms and Conditions

Trusted American Insurance Agency, www.taia.us

1. Agreement to Terms

- 1.1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and Trusted American Insurance Agency, LLC. ("TAIA"), located at 6556 Lonetree Blvd., Suite 201, Rocklin, CA 95765 United States, concerning your access to and use of the TAIA website ("Site") as well as any related applications, software, or services (collectively, "Services") accessed through the Site.
- 1.2. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and our Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.
- 1.3. We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site and our Services represents that you have accepted such changes.
- 1.4. We may update or change the Site or our Services from time to time to reflect changes of our users' needs and/or our business priorities.
- 1.5. The information provided on the Site is not intended for distribution to or use by any person or entity.

2. Copyright Notice

This Site contains copyrighted, trademarked, and proprietary property that is subject to legal action if improperly distributed or re-engineered.

2.1. Intellectual Property

- 2.1.1. Intellectual Property (collectively, "IP") refers to any logos, slogans, audio, visual, text, photographs, graphics, or website design developed in whole or in part by Trusted American Insurance Agency ("TAIA"), or licensed to TAIA, as used on our website(s), mobile app(s), email marketing, and/or social media account(s).
- 2.1.2. Any IP on website(s), mobile app(s), or social media platforms owned by Trusted American Insurance Agency ("TAIA") is exclusive property of TAIA and is protected by copyright. Unless expressly provided in writing, no IP may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission, with the exception of Section 2.1.3.2.



2.1.3. Distribution of Intellectual Property

2.1.3.1. Any IP shared at an event hosted by TAIA or in which we are a participating member is not granted to be virtually or physically reproduced or re-engineered, or virtually or physically distributed in any manner.

2.1.3.2. Any IP publicly shared through social media platforms owned by TAIA is granted to be virtually redistributed by way of any social media account, be it personal or business, under the following terms: (a) if the TAIA logo and/or website is included in the graphic, it must remain intact when distributed; (b) if distributing IP where the TAIA logo or website does not exist, credit to TAIA must be given; (c) the original material is not to be modified or amended in any way; and (d) you may share these in any reasonable manner, but not in any way that suggests we endorse you or your use of the material.

2.3 Proprietary Property

2.3.1 Proprietary Property (collectively, “PP”) refers to any databases, functionality, algorithms, processes, or software including but not limited to Flash, PHP, HTML, JavaScript, CSS, or other source code, developed in whole or in part by TAIA, or licensed to TAIA, as used on our website(s) or mobile app(s).

2.3.2 Any PP on website(s) or mobile app(s) owned by TAIA is exclusive property of TAIA and is protected by copyright. You may not: (a) delete the copyright or other proprietary rights notice from any of the content; (b) copy or adapt the website’s software, including but not limited to Flash, PHP, HTML, JavaScript, CSS, or other code developed in whole or in part by TAIA; (c) engage in unauthorized framing of or linking to the software or website; (d) use the website(s), mobile app(s) or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise; (e) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of website(s) or mobile app(s) owned by TAIA .

2.4 Miscellaneous

TAIA reserves the right to ask you to remove or delete any IP used to represent TAIA in an unworthy manner as deemed by TAIA in its sole and absolute discretion. This can include but is not limited to misrepresenting the company, its reputation, its interests, its intent or its educational material.

3. Acceptable Use

3.1. You may not access or use the Site for any purpose other than that for which we make the Site and our Services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by TAIA.

3.2. As a user of this Site, you agree ***not*** to:

- violate any terms listed in Section 2



- systematically retrieve data or other content from the Site to a compile database or directory without written permission from TAI A
- make any unauthorized use of the Site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses
- use the Site to advertise or sell goods and services
- circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- make improper use of our Services, or submit false reports of abuse or misconduct
- use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- attempt to impersonate another user or person, or use the username of another user
- interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site
- sell or otherwise transfer your Site profile or account
- use any information obtained from the Site in order to harass, abuse, or harm another person
- trick, defraud, or mislead us, especially in any attempt to learn trade secrets, proprietary data, or proprietary property
- use the Site or our content as part of any effort to compete with TAI A, our associated agencies or agents, or to create a revenue-generating endeavor or commercial enterprise
- attempt to access any portions of the Site that you are restricted from accessing
- harass, annoy, intimidate, or threaten any of our employees, agents, or other users of the Site
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site or Services, or any material that acts as a passive or active information collection or transmission mechanism
- disparage, tarnish, or otherwise harm, in our opinion, TAI A and/or the Site
- use the Site in a manner inconsistent with any applicable laws or regulations
- threaten users with negative feedback or offering services solely to give positive feedback to users
- misrepresent experience, skills, or information about another Site user
- advertise products or services not intended by us
- use a buying agent or purchasing agent to make purchases on the Site



- falsely imply a relationship with us or another company with whom you do not have a relationship

4. Information You Provide to Us

- 4.1.** You represent and warrant that: (a) all registration information you submit on our Site will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.
- 4.2.** If you know or suspect that anyone other than you knows your user account information and/or password you must promptly notify us (see Section 12.9).
- 4.3.** If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a username you select if we determine that such username is inappropriate.

5. Third-Party Accounts

As part of the functionality of our Site, you may have the opportunity to link your TAIA account with online accounts you may have with third-party service providers (each such account, a “Third-Party Account(s)”) by either: (a) providing your Third-Party Account login information through our Site; or (b) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

- 4.1.1** You represent that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third-party service providers.
- 4.1.2** By granting us access to any Third-Party Accounts, you understand that (a) we may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the Site via your account, including without limitation any friend lists; and (b) we may submit and receive additional information to your Third-Party Account to the extent you are notified when you link your account with the Third-Party Account.
- 4.1.3** Depending on the Third-Party Account(s) you choose, and subject to the privacy settings that you have set in such Third-Party Account(s), PII that you post to your Third-Party Account(s) may be available on and through your account on our Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social



Network Content may no longer be available on and through our Site. We are not liable for how this may impact your user-experience of our Site.

- 4.1.4 You will have the ability to disable the connection between your account on our Site and your Third-Party Account(s) at any time. Please note that your relationship with the third-party service providers associated with your Third-Party Account(s) is governed solely by your agreement(s) with such third-party service providers. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and we are not responsible for any Social Network Content.
- 4.1.5 You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use our Site. At your email request to legal@taia.us or through your account settings (if applicable), we will deactivate the connection between our Site and your Third-Party Account and attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that became associated with your account.

6. Our Content

- 6.1. Content on this Site (collectively, “Our Content”) refers to both IP and PP.
- 6.2. Unless otherwise indicated, any IP or PP on this Site is exclusive property of, or licensed to, TAIA and is protected by copyright. Unless expressly provided in writing, no IP or PP may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 6.3. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and Our Content to which you have properly gained access solely for your personal, non-commercial use.
- 6.4. You shall not (a) try to gain unauthorized access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you could have downloaded.
- 6.5. We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.
- 6.6. Our Content on the Site is provided for general information only. It is not intended to amount to legal advice on which you should rely. You must obtain professional or specialist



advice before taking, or refraining from taking, any action on the basis of Our Content on the Site.

- 6.7. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

7. Site Management

- 7.1. We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.
- 7.2. We do not guarantee that the Site will be secure or free from bugs or viruses.
- 7.3. You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

8. Modifications to and Availability of the Site

- 8.1. We reserve the right to change, modify, or remove Our Content or Services of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of our software or Services without notice at any time.
- 8.2. We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site, software or Services during any downtime or discontinuance of these. We are not obliged to maintain and support the Site, software or Services or to supply any corrections, updates, or releases.
- 8.3. There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the services we provide. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

9. Limitation of Liability

- 9.1. The Site, software and Services are provided on an as-is and as-available basis. You agree that your use of these will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site, software, and Services we provide and your use thereof including, without limitation, the



implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

- 9.2.** We make no warranties or representations about the accuracy or completeness of Our Content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the Site or Services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site by any Third Party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.
- 9.3.** We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (a) use of, or inability to use, our Site, or (b) use of or reliance on Our Content displayed on our Site. In particular, we will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

10. Disclaimers

- 10.1.** The Site may contain links to affiliate websites, and we receive an affiliate commission for any purchases made by you on the affiliate website using such links.
- 10.2.** The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public. The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

11. Term and Termination

- 11.1.** These Terms and Conditions shall remain in full force and effect while you use the Site or are otherwise a user of our Site or our Services, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at agents@taia.us.



- 11.2. Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and our Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.
- 11.3. If we determine, in our sole discretion, that your use of the Site, software, or Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation of these things or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.
- 11.4. If we terminate or suspend your account for any reason set out in this Section 11, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

12. General

- 12.1. Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.
- 12.2. These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and TAIA.
- 12.3. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.
- 12.4. We may assign any or all of our rights and obligations to others at any time.
- 12.5. We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.
- 12.6. If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.



- 12.7. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.
- 12.8. The following are trademarks of Trusted American Insurance Agency, LLC. You are not permitted to use them without written approval that explicitly states how you are permitted to use them.
- Trusted American Insurance Agency
 - The Trusted American Insurance Agency logotype and logomark
 - The taglines “Your Trusted Resource,” and “Moving Agents Forward”
 - Trusted Medicare Answers
 - The Trusted Medicare Answers logotype and logomark
 - The tagline, “Bringing Peace of Mind to Medicare”
- 12.9. To contact us for any reasons related to the Terms and Conditions, direct communications to:

legal@taia.us

OR

Trusted American Insurance Agency
ATTN: Legal Dept.
6556 Lonetree Blvd. Suite 201
Rocklin, CA 95765