

Terms Of Use For Subscribers And Users

Terms

These Terms of Use (this "Agreement") explains the terms by which paying or non paying subscribers ("Customers") may use the Platform, and other online or mobile services the Louisiana Department of Insurance (the "agency") may provide (collectively, the "Service"). Please read this Agreement carefully before using the Service. By accessing or using the Service, you agree that you have read, understood, and agree to be bound by this Agreement, and to the collection and use of your information as set forth in the agency's Privacy Policy, whether or not you are a registered user of the Service. This Agreement applies to all Customers, visitors, users, and others who access the Service and those that access the mobile app the Service creates (collectively, "Users").

1. HOW WE UPDATE THESE TERMS OF USE

This Agreement is maintained on our website. We reserve the right, in our sole discretion, to modify or replace this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material way, we will update the last updated date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.

2. USE OF OUR SERVICE

- a. Eligibility. Because we respect the rights of children and parents, you may use the Service only if you can form a binding contract and are of legal age, and you remain in compliance with this Agreement and all applicable laws, rules, and regulations. Any use or access to the Service by anyone under the legal age in Louisiana is strictly prohibited and in violation of this Agreement. Because the agency respects the User community, the Service is not available to any Users previously removed from the Service.
- b. Your Service. You can browse and enjoy the Service without creating a profile or account. By connecting to the Service with a third-party service like Facebook, you give the agency permission to access and use your information from that service as permitted by that service, and to store your login credentials for that service. For more information on the types of information the agency collects from these third-party services, please read the Privacy Policy below.
- c. Your responsibility for your Apps: You are solely responsible for the activity that occurs on or through your App. The agency will not be liable for your losses or damages

caused by any unauthorized use of your account, and you shall be solely liable for the losses or damages due to such unauthorized use.

d. Your interaction with other Users. You are solely responsible for your interactions with other Users. The agency reserves the right, but have no obligation, to monitor disputes between you and other Users. The agency will have no liability for your interactions with other Users, or for any User's action or inaction.

e. Separate End User Policies. User agrees to abide by the separate Terms of Use, Privacy Policy and Acceptable Use Policy maintain in the Google Play and Apple/iTunes App stores. As part of the Service, the agency will review your app for compliance with Google and Apple standards; however, Apple and Google will determine final compliance independently. For details regarding Google and Apple requirements and standards, go to <https://play.google.com/about/developer-content-policy> and <https://developer.apple.com/app-store/review/guidelines>, respectively.

f. Changes to the Service. The agency is always innovating and finding ways to provide Users with new and innovative features and services. Therefore, the agency may, without prior notice, change the Service; change the pricing of the service; add or delete features of the Service, to you or to Users generally; or create usage limits for the Service.

3. SHARING YOUR CONTENT

a. Your content. The agency may allow you to post content on the Service, including comments, photos, blog posts, messages, blog URLs, and other materials. Any content a User submits, posts, displays, or otherwise makes available on the Service, including all Intellectual Property Rights (defined below) therein, is referred to as "User Content."
YOU RETAIN OWNERSHIP OF YOUR USER CONTENT.

b. How the agency can use your content. You own all of the User Content that you post or publish ("post") on the Service. You permit the agency to use your company and/or trade name and logo on the agency's website and other promotional materials.

c. Your responsibility for your content. By uploading, posting, submitting, or otherwise disclosing or distributing User Content, you represent and warrant that you own all rights in your User Content and that any User Content you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (defined below) or rights of publicity or privacy. The agency reserves the right, but are not obligated, to reject and/or remove any User Content that is believed to violate these provisions. The agency takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service,

is solely your legal responsibility, and you agree that the agency is only acting as a passive conduit for your online distribution and publication of your User Content. The agency is not responsible for any public display or misuse of your User Content.

d. Definition of Intellectual Property Rights. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

4. THE AGENCY'S CONTENT

a. Content. Except for User Content, the Service, and all Intellectual Property Rights including therein and related thereto, are the agency's exclusive property ("Exclusive Content"). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license to the Exclusive Content, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Exclusive Content, including without limitation any materials or content accessible on the Service. The agency's name and other graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks, trademarks or trade dress protected by the laws of the United States and/or other countries or jurisdictions. The agency's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion. Use of the Exclusive Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

b. To publish and update apps to Google Play and the Apple App Store, it is required the agency provide proprietary information and files such as, but not limited to, APKs, IPAs, P12s, keystore certificates, push notification certificates, etc. These files and information are a proprietary part of the Service and will not be provided to Users.

c. If the agency assists the User with (including coordinating with a 3rd party) providing enhancement(s) to the Service or Software, creates custom functionality, creates custom plugins, including any and all derivatives thereto (collectively referred to as "Enhancements"), even if the User paid for such Enhancements, such Enhancements will be owned by the agency and the User hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership.

d. The User owns or has rights to all intellectual property rights in and to any enhancements in functionality or custom plugins the User (or User's representative) make independent of us through capabilities provided by a registered developer

account. In such cases, the User is solely responsible for all maintenance and support related to such enhancements and plugins, including but not limited to, the agency's updates in Services and Software and iOS and Android updates.

e. Feedback you provide. The agency values input from Users and are always interested in learning of ways to make the Service better. The agency may invite you to submit comments, ideas, or feedback about the Service, including without limitation about how to improve the Service or products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the agency under any fiduciary or other obligation, and that the agency is free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, the agency does not waive any rights to use similar or related Feedback previously known, or developed by the agency's employees, or obtained from sources other than you.

f. Analytics. The agency monitors User service activity.

5. MESSAGING

The agency may allow you to send messages through the Service to other Users or to third parties ("Messages"). The agency may send administrative messages to you and other Users.

6. COPYRIGHT POLICY

The agency requires that Users of the Service respect the copyright and other intellectual property rights of all third parties.

7. PRIVACY

The agency cares about the privacy of Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in the Privacy Policy below, and to have your Personally Identifiable Information collected, used, transferred to, and processed in the United States. The agency cannot guarantee that unauthorized third parties will never be able to defeat security measures. You acknowledge that you provide your information at your own risk.

8. INDEMNITY

You agree to defend, indemnify and hold the agency harmless, along with the agency's parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney fees and costs) arising from: (i) your use of and

access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account.

9. NO WARRANTY

THE SERVICE, INCLUDING ALL CONTENT, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE AGENCY AND AFFILIATES, AND LICENSORS DO NOT WARRANT THAT THE CONTENT ON THE SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, INCLUDING USER CONTENT, THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

THE AGENCY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE AGENCY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

10. THIRD-PARTY LINKS, SITES AND SERVICES

The Service may contain links to other websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by the agency. You acknowledge and agree that the agency is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the agency shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available

on or through any such site or resource. You understand that these Terms of Service and our Privacy Policy below do not apply to your use of such sites. It is important to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGENCY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR ITS LICENSORS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) WITH RESPECT TO THE SERVICE OR ANY CONTENT THEREON FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES EVEN IF THE AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES WILL THE AGENCY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled from its facilities in the United States. The agency makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

12. TERMINATION OF YOUR ACCOUNT AND THE SERVICE

The agency may terminate or suspend the Service in whole or in part immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Service will cease immediately. All provisions of this Agreement, which by their nature, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. GOVERNING LAW AND ARBITRATION

a. Governing Law. You agree that: (i) the Service shall be deemed solely based in Louisiana; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Louisiana. This Agreement shall be governed by the internal substantive laws of the State of Louisiana, without respect to its conflict of laws principles.

14. MISCELLANEOUS TERMS

a. No Agency; Waiver. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind the agency in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

b. Notification. The agency may provide notifications, whether such notifications are required by law or are for other business purposes, to you via email notice, "push" notification on your mobile device, written or hard copy notice, or through posting of such notice on the Service, in its our sole discretion. The agency reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. The agency is not responsible for any automatic filtering you or your network provider may apply to email notifications sent to the email address you provide.

c. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with the agency in connection with the Service, shall constitute the entire agreement concerning the Service. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

d. Assignment. This Agreement is not assignable, transferable or sub licensable by you except with our prior written consent. The agency may transfer, assign, or delegate this Agreement and its rights and obligations without consent.

e. Contact. Please contact the agency with any questions regarding this Agreement.

This Agreement was last updated on: April 4, 2024