### **Terms of Use**

The Georgia Access Agent Connect service, administered by the Georgia Access Health Insurance Exchange, is intended to connect consumers seeking enrollment assistance directly to certified Agents and Brokers. Your use of this service is conditioned upon your acceptance of these Terms of Use (“TOU”) and the accompanying Georgia Access Acceptable Use Policy (collectively, the “Terms”).

**Please read this Agreement carefully. These Terms of Use are a binding agreement between you and Georgia Access. Use of this service is voluntary and can be discontinued at any time. By using this service, you hereby agree to be bound by the Terms of Use.**

**Responsibility of Use** – You assume responsibility for the use of the Agent Connect service and all activities that occur under your availability. You agree to immediately notify Georgia Access by phone (1-888-312-4237) or email ([Agents@GeorgiaAccess.ga.gov](mailto:Agents@GeorgiaAccess.ga.gov)) if you suspect or become aware of any unauthorized use of the service under your login. You further agree to notify Georgia Access of any errors or problems experienced with the service.

**Restriction, Suspension and Termination** – Georgia Access may restrict, suspend, or terminate your access to the service if we believe that you have breached these Terms at any time. Any restriction, suspension, or termination will be without prejudice to any rights that we may have against you with respect to your breach of these Terms. Georgia Access may also modify or discontinue the service at any time, for any reason.

**Modifications** – Georgia Access reserves the right to modify these Terms at any time without prior notice. You are responsible for reviewing these Terms on an ongoing basis. Accessing this service after any changes to the Terms have been posted thereon will constitute your acceptance of all changes. Unless specifically stated otherwise, any new features, products or services added to the service will be subject to these Terms.

**Liability Restrictions** – While Georgia Access makes reasonable efforts to ensure that all information and content (“Materials”) provided by this service are correct, accuracy cannot be guaranteed. Georgia Access makes no representations or warranties as to the accuracy or completeness of the information provided by the service, results obtained from the use of the service, or interruptions in the availability of the service. The information provided by the service is provided “as is” without warranty of any kind, either express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Even if Georgia Access has been advised as to the possibility of such damages, Georgia Access and/or its suppliers disclaim all responsibility for direct, indirect, incidental, special, consequential or other damages (including but not limited to damages for lost business, lost profits, or lost data) arising from or because of inaccuracies or omissions in the information provided by the service. Georgia Access and/or its suppliers further disclaim any liability arising from the use of the service, including any damage to your computer or other property or loss of data arising from the use of the service itself. Some states or jurisdictions may not allow this exclusion or limitation of liability, so the above limitation or exclusion may not apply to you.

If you are dissatisfied with the Agent Connect service, or any information provided by the service, your sole and exclusive remedy is to discontinue use. You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against us arising out of or relating to the use of this service. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may apply to certain Authorized Users but only to the extent specifically required by the laws of those states or jurisdictions.

**Copyright and Use of Information** – You agree that any intellectual property rights embodied in the service are the property of Georgia Access Georgia Access’ affiliates or Georgia Access’ third party providers. Unless otherwise stated in the Terms, none of the Materials on this service may be copied, reproduced, modified, distributed, sold, broadcast, stored or otherwise used without the express permission of Georgia Access or the original copyright holder. You agree that use of service Information is specifically restricted as detailed in the agreed upon Terms. Unauthorized use of Materials contained on this service is expressly prohibited by law and may result in severe civil and criminal penalties. Elements of this service are protected by trade dress and other laws and may not be copied or imitated, in whole or in part. No logo, graphic, sound, or image from the service may be copied or retransmitted unless expressly permitted by Georgia Access.

**Trademarks** – The trademarks, service marks, and logos (collectively, “Trademarks”) used in relation to this service are registered and unregistered marks of Georgia Access and others. Nothing on this service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark. Georgia Access aggressively enforces its intellectual property rights to the fullest extent of the law. Georgia Access’ Trademarks may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this service, without Georgia Access’ prior, written permission.

**General** – This agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties’ consent to the exclusive jurisdiction of and venue in the Superior Court of Fulton County, Georgia for enforcement of this agreement, and consent to personal jurisdiction in such court for any action or proceeding arising out of this agreement.