### **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) 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.

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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.

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**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.