

# Terms of Service

This Statement is effective as of October 01, 2015

## 1. Acceptance of Terms

1.1. Morgan Fidelity Associates, Inc ("MFA") provides its Service (as defined below) to you through its web site located at [www.MedicareABC.org](http://www.MedicareABC.org) (the "Site"), subject to this Terms of Service and Use agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. If you are entering into this TOS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TOS, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use the Service. Morgan Fidelity Associates, Inc may, without notice to you, at any time revise these Terms of Service and Use and any other information contained in this web site by updating this posting. Morgan Fidelity Associates, Inc may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

1.2. Morgan Fidelity Associates, Inc may change this TOS from time to time without prior notice. You can review the most current version of this TOS at any time at <http://www.MedicareABC.org>. The revised terms and conditions will become effective upon posting and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is to stop accessing and using the Service.

## 2. Description of Service

The "Service" includes (a) the Site, (b) Morgan Fidelity Associates, Inc's sales as a service technology, and (c) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing. Any new features added to or augmenting the Service are also subject to this TOS.

## 3. General Conditions / Access and Use of the Service.

3.1. Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to Morgan Fidelity Associates, Inc. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. You shall comply with any codes of conduct, policies or other notices Morgan Fidelity Associates, Inc provides you or publishes in connection with the Service, and you shall promptly notify Morgan Fidelity Associates, Inc if you learn of a security breach related to the Service. Without limiting any of the foregoing, you agree to comply, and require that your users comply, with all applicable laws, whether federal, state, local or international, relating to the privacy of communication for all parties to a conversation, including, when required, advising all participants in a recorded video chat that the video chat is being recorded.

3.2. Any software that may be made available by Morgan Fidelity Associates, Inc in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Morgan Fidelity Associates, Inc hereby grants you a personal, nontransferable, non-sub licensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection



with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by Morgan Fidelity Associates, Inc for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Morgan Fidelity Associates, Inc or any third party is granted to you in connection with the Service.

3.3. You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter “transfer(ring)”) in connection with or relating to the Service (“Your Content”). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Morgan Fidelity Associates, Inc reserves the right to access your account in order to respond to your requests for technical support. By transferring Your Content on or through the Service, You hereby do and shall grant Morgan Fidelity Associates, Inc a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub licensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service. Morgan Fidelity Associates, Inc has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further agree that Morgan Fidelity Associates, Inc may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

3.4. You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Morgan Fidelity Associates, Inc’s third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. Morgan Fidelity Associates, Inc will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.5. The failure of Morgan Fidelity Associates, Inc to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Morgan Fidelity Associates, Inc, even though it is electronic and is not physically signed by you and Morgan Fidelity Associates, Inc, and it governs your use of the Service and takes the place of any prior agreements between you and Morgan Fidelity Associates, Inc.

3.6. Morgan Fidelity Associates, Inc reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on Morgan Fidelity Associates, Inc’s website and in other communication with existing or potential Morgan Fidelity Associates, Inc customers. To decline Morgan Fidelity Associates, Inc this right you need to email [cmorgan@morganfidelity.com](mailto:cmorgan@morganfidelity.com) stating that you do not wish to be used as a reference.

#### **4. Payment**

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Morgan Fidelity Associates, Inc information regarding your credit card. You represent and warrant to Morgan Fidelity Associates, Inc that such information is true and that you are authorized to use the credit card. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Morgan Fidelity Associates, Inc the amount that is specified in the payment plan in advance and in accordance with the terms of such plan and this TOS. You hereby authorize Morgan Fidelity Associates, Inc to bill your credit card in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred and that all payments hereunder are nonrefundable. We reserve



the right to change Morgan Fidelity Associates, Inc's prices. If Morgan Fidelity Associates, Inc does, Morgan Fidelity Associates, Inc will provide notice of the change on the Site or in email to you, at Morgan Fidelity Associates, Inc's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.

## **5. Representations and Warranties**

You represent and warrant to Morgan Fidelity Associates, Inc that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your activities (and allow Morgan Fidelity Associates, Inc to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and Morgan Fidelity Associates, Inc's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortuous, offensive or harassing; and (iv) you are eighteen (18) years of age or older.

## **6. Termination**

You have the right to terminate your account at any time in accordance with the procedures set forth on the Site. Morgan Fidelity Associates, Inc reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your Content in the Service, for any reason, including if Morgan Fidelity Associates, Inc believes that you have violated this TOS. Morgan Fidelity Associates, Inc shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service. Morgan Fidelity Associates, Inc will use good faith efforts to contact you to warn you prior to suspension or termination of your account by Morgan Fidelity Associates, Inc. All of Your Content on the Service (if any) may be permanently deleted by Morgan Fidelity Associates, Inc upon any termination of your account in its sole discretion. If Morgan Fidelity Associates, Inc terminates your account without cause and you have signed up for a fee-bearing service, Morgan Fidelity Associates, Inc will refund the pro-rated, unearned portion of any amount that you have prepaid to Morgan Fidelity Associates, Inc for such Service. However, all accrued rights to payment and the terms of Section 4-12 shall survive termination of this TOS.

## **7. DISCLAIMER OF WARRANTIES**

USE OF THIS SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INCLUDING THE SITE AND CONTENT, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, SERVICES AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND Morgan Fidelity Associates, Inc EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS.. YOU ACKNOWLEDGE THAT Morgan Fidelity Associates, Inc DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM Morgan Fidelity Associates, Inc OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION



AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. LIMITATION OF LIABILITY**

8.1. AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

8.2. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, MORGAN FIDELITY ASSOCIATES, INC'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **9. Indemnification**

You shall defend, indemnify, and hold harmless Morgan Fidelity Associates, Inc from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service, including without limitation any claims for copyright infringement, defamation, invasion of privacy or right of publicity arising out of or in connection with any unauthorized use of the Service. Morgan Fidelity Associates, Inc shall provide notice to you of any such claim, suit or demand. Morgan Fidelity Associates, Inc reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Morgan Fidelity Associates, Inc's defense of such matter.

## **10. Assignment**

You may not assign this TOS without the prior written consent of Morgan Fidelity Associates, Inc, but Morgan Fidelity Associates, Inc may assign or transfer this TOS, in whole or in part, without restriction.

## **11. Governing Law**

This TOS shall be governed by the laws of the State of Florida without regard to the principles of conflicts of law. Unless otherwise elected by Morgan Fidelity Associates, Inc in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Florida for the purpose of resolving any dispute relating to your access to or use of the Service.

***BY VISITING OR UTILIZING OUR WEBSITE, YOU INDICATE AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL ITEMS IN THE TERMS OF SERVICE ABOVE.***

