



Terms of Use

Aetna Senior Supplemental Insurance Agent Portal (the "Website")

This Website is owned and maintained by Aetna Health and Life Insurance Company and/or by one or more of its affiliates ("Company") as a service to its insurance agents who are contracted and appointed to sell Company issued insurance products ("Agent", "You" or "Your"). By providing us information about you or clicking on any button or link on the Website or by otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, including the Consent to Electronic Transactions, Privacy Policy and the Web Privacy Statement both of which are incorporated into these Terms of Use ("Terms"). Please read these Terms carefully before registering or using this Website. If You do not agree with these Terms, as updated from time to time, You are not granted permission to use this Website and must exit it immediately. These Terms govern Your use of this Website, including commission and policy reports, quote and enroll, e-app, messages and alerts, business dashboards, updates, new releases and all other content and tools (collectively, the "Website").

License Grant and Restrictions

This Website is protected by copyright, trade secret, patent and other intellectual property laws. You are only granted the right to use this Website, and all rights of ownership are reserved in the Website not expressly granted to You. As long as You comply with these Terms, You are granted a personal, limited, nonexclusive, nontransferable license to use this Website that is valid only for the period that You are a licensed, appointed and contracted agent with Company unless Your access is otherwise terminated at the Company's sole discretion. In addition, Your right to use the Website is only for the purposes of providing insurance quotes and enrollments to eligible applicants of issued by the Company, tracking Your business and commissions and for general use of information and tools related to the sale of Company products.

You agree not to use the Website in a manner that violates any applicable law, regulation or these Terms. For example (and not as an exhaustive list of examples), unless authorized by Company in writing, You agree You will not:

1. Provide access to the Website to any third party including, but not limited to, another Agent.
2. Misrepresent an affiliation with any person or organization or impersonate any other person or entity.
3. Use the Website for fraudulent and/or illegal purposes.
4. Modify, disrupt or interfere with the Website, supporting servers or networks either manually or through the use of scripts, viruses, worms or other code.

5. Reproduce, duplicate, copy, deconstruct, sell, trade or resell the Website.
6. Attempt to access any other Company systems that You do not have permission to access or use.
7. Excessively overload the Website or Company systems used to support the Website.
8. Use or merge the Website, or any component or element thereof, with other software, databases or services not provided by Company;
9. Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Website;
10. Interfere in any manner with the operation of the Website;
11. Circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Website;
12. Create a database by systematically downloading and storing the Website;
13. Use any robot, spider, Website search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather the Website or reproduce or circumvent the navigational structure or presentation of the Website without the Company's express prior written consent; or
14. Use the Website for any commercial purposes. You agree not to develop, distribute or sell any software or other functionality capable of launching, being launched from or otherwise integrated with the Website. You may not remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the Website.

If You violate any of these Terms, Your right to use the Website automatically terminates. These Terms shall survive any termination of your access or use. The Company reserves the right to terminate your contract to sell its products for failure to comply with these Terms.

Consent to Electronic Communications, Electronic Records and Electronic Delivery of Notices, Disclosures, Documents and Information

When using the Website or sending us communications from your computer or mobile device, including emails, text messages and other communications, you may be communicating with us electronically. You consent to receive communications from the Company electronically, such as emails, texts, mobile push notices or notices and messages on this Website or through other means. You agree that all communications, including any agreements, notices, disclosures and other documentation, that we provide to you electronically satisfy any legal requirement that such communications be in writing.

The Website is available only through the Internet, so you consent to conduct business electronically with us.

If you decide to submit an electronic application for insurance, you will be asked to provide an electronic signature which will be applied to your application and to other related forms. Your electronic signature will be as legally binding and enforceable as if you had signed on paper with a pen.

If you decline to sign electronically, we cannot continue processing the insurance application on the Website.

You agree that you have the ability to access, view, store, download and print communications, insurance policies, documents, consents, notices and hyperlinks we deliver or make available to you electronically through your computer or on your mobile device.

You may withdraw your consent to receive communications electronically and to use an electronic signature at any time by contacting us. If you withdraw your consent, you will be unable to use the Website, and we will be unable to continue to process any pending applications including insurance products, but such withdrawal will not affect any actions that the Company may have already taken in reliance on your initial consent.

Trademarks

The Company logos and all other trademarks, service marks, trade names, domain names, URLs and icons ("Marks") appearing on this Website, registered or not, are the property of Company. Nothing on this Website grants You any right or license to use any of the Marks on this Website without the express written permission of Company. Unauthorized use may violate trademark and other laws.

Additional Items You Agree To

Company may be required by law to send You communications about the Website. You agree that we may send these communications to You via e-mail or post them on this Website.

You are the only person authorized to use Your username and password and for maintaining the confidentiality of Your username and password. You shall not permit or allow other persons to have access to or use Your username and password, except if You choose to provide that information to Company's authorized technical support personnel to assist You. You are responsible for the use of the Website under Your username. If You become aware of any unauthorized access to Your account, theft or loss of Your password, You agree to contact Company as soon as possible.

Additionally, the Website may periodically be updated with tools, utilities, improvements, third party applications or general updates to improve and enhance the features and performance of the Website. You agree to receive these updates automatically.

The Company shall not be liable for the performance of the Website due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures or governmental action.

Disclaimer of Warranties

The use of this Website is entirely at Your own risk, and except as described in these Terms, the Website is provided "AS IS." To the maximum extent permitted by applicable law, Company, and their third party service or data providers, affiliates, licensors, distributors or suppliers (collectively referred to as, "Suppliers") disclaim all warranties, express or implied, including any

warranty that the Website is fit for a particular purpose, title, merchantability, non-interference with or non-infringement of any intellectual property right, or the accuracy, reliability, quality or content in or linked to the Website. The data provided on the Website is for informational purposes only, and no warranty is made that the information is error-free. Rate information provided on this Website is not a final offer to sell insurance. Please note that once You leave this Website or arrive at this Website from another location, either by using a link provided for Your convenience or by specifying Your own destination, Company accepts no responsibility for the content, products and/or services provided at these locations. Company does not control, endorse, promote or have any affiliation with any other website unless expressly stated herein.

The Company does not warrant that Your use of the Website will satisfy or ensure compliance with any legal obligations or laws or regulations. This disclaimer applies to, but is not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), The Gramm-Leach-Bliley Act of 1999, The Sarbanes-Oxley Act of 2002, or other Federal or State statutes or regulations. You are solely responsible for ensuring that Your use of the Website is in accordance with applicable law.

Limitation of Liability

IN NO EVENT WILL COMPANY BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS WEBSITE, OR ANY OTHER HYPER-LINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON YOUR EQUIPMENT, OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

You agree to indemnify and hold the Company and its Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of Your use of the Website or Your breach of these Terms (collectively, "Claims"). Company reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Company in the defense of any Claims.

Changes to These Terms of Use

We may change these Terms from time to time and the changes will be effective when posted on this Website or when we notify You by other means. Please review these Terms periodically on this Website for changes. You can determine when these Terms were last revised by referring to the "Version date" at the bottom of these Terms. Your continued use of the Website after the Company posts or otherwise notifies You of any changes indicates Your agreement to the changes.

Privacy of Personal Information

You are responsible for protecting the information on Your computer by encrypting data, installing anti-virus software, updating Your software, password protecting your files, and not permitting third party physical or electronic access to Your computer.

Governing Law

Pennsylvania state law governs these Terms without regard to its conflicts of laws provisions. To resolve any legal dispute arising from these Terms of Use, you agree that the exclusive jurisdiction for such a dispute shall be the state courts in Montgomery County, Pennsylvania, U.S.A. or federal court for the district. The Company's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between you, the Company, nor trade practices shall act to modify any provision of these Terms. The Company may assign its rights and duties hereunder to any affiliate or third party at any time without prior notice to you.

Miscellaneous

Except as may be limited by the Terms, these Terms are the entire agreement between You and the Company and replace all prior understandings, communications and agreements, oral or written, regarding its subject matter. These Terms set forth the entire liability of the Company and their Suppliers and Your exclusive remedy with respect to the Website and its use. If any court of law having the jurisdiction rules that any part of these Terms are invalid, that section will be removed without affecting the remainder of the Terms. The remaining Terms will be valid and enforceable.

You cannot assign or transfer these Terms to anyone without the prior written approval of Company. However, Company may assign or transfer these Terms without Your consent to (a) a parent company or direct or indirect subsidiary, (b) another company through a sale of assets by Company, or (c) a successor by merger. Any assignment in violation of this section shall be void.

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