

Consumer-Savings.com

Terms of Use

Last Updated: Dec 17th, 2023

1. ACCEPTANCE OF TERMS OF USE

Please review these Terms of Use (together with our Privacy Policy, the "Agreement"). Plan A, LLC("P", "consumer-savings.com", "we" or "us"), is the owner and operator of the consumer-savings.com website (together with all content, tools and services provided on or in connection with such website, the "Website"). You must be a resident of the United States (including its territorial possessions) and at least eighteen (18) years of age to access and use the Website. By accessing, browsing or using this Website, or any page thereof, through any direct or indirect means, or by using the tools, forms or services offered in or through the Website, you accept and agree to be legally bound by these Terms of Use and the Agreement. THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE ALL CLAIMS, A PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF, AND CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (Sections 5 and 8). These provisions form an essential basis of our bargain. If you do not agree to these terms and conditions, you are not authorized to access or use the Website and you are to cease accessing or otherwise using the Website. For purposes of this Agreement, "you" or "your" means the person(s) using the Website and/or any tools, forms or services offered in or through the Website. If you are using the Website on behalf of an employer or other entity, you represent and warrant that you have the authority to bind such entity to the Agreement.

consumer-savings.com shall have the right at any time to change or discontinue any aspect or feature of the Website and the right to modify the terms and conditions applicable to users of the Website, including these Terms of Use, or any part hereof. Such changes, modification, additions or deletions shall be effective immediately upon posting on the Website. When we post changes to these terms of use OR our PRIVACY POLICY, we will revise the "last updated" date at the top of the applicable document. Accordingly, you should periodically check the "last updated" date at the top of each document so that you can familiarize yourself with any changes. Any use by you of the Website or the tools, forms or services offered in or through the Websites following such posting shall be deemed to constitute acceptance of such changes.

2. PRIVACY POLICY

Please review our PRIVACY POLICY, which is hereby incorporated by reference into this Agreement, for detailed information about our policies and practices applicable to the information that is collected through the Website or received directly from you,

including the sharing of such information with third parties and its use for advertising and other purposes. By accessing or using the Website, you consent to the collection, storage, use and disclosure of your information as described in the Privacy Policy (as it may be changed from time to time, as described more fully in the Privacy Policy).

3. MATCHING TOOLS AND SERVICES

Our Website provides tools and services to help you find insurance coverage or quotes for insurance coverage, all of which are provided by third parties unaffiliated with consumer-savings.com (collectively, "Insurers"). "Insurers" include insurance companies, consumer-savings.com's marketing partners, and affiliates or finders working on behalf of insurance companies, with whom we may share your information (as described in our Privacy Policy) for the purpose of enabling you to find affordable insurance coverage. You may be able to access these products and services when you complete a request or submit your zip code or other information and either (i) get matched with potential Insurers who will respond with quotes or conditional offers for products or services, or (ii) get provided with the name and information about potential Insurers who may be able to respond with the requested products or services or information about the requested products or services without any quotes or offers. The Insurers that can provide you with insurance quotes or conditional offers may not respond with offers until they obtain additional information from you. You may not be matched with the Insurer making any specific quote or offer.

Although consumer-savings.com is compensated by its network of Insurers when we display advertisements for their products to you and/or when you respond to a quote or offer for insurance or another product from a Insurer on our Website, consumer-savings.com is not a provider of insurance, is not acting as an Insurer or broker, and does not make any decisions in connection with the underwriting or offering of any insurance products. Any compensation from Insurers is payment for consumer-savings.com's services, tools and facilities. Your use of the Website and/or consumer-savings.com's services constitutes your agreement with this compensation arrangement.

consumer-savings.com does not endorse or recommend the products of any particular Insurer. Nor is consumer-savings.com an agent of you or any Insurer. Our services are only administrative. You should rely on your own judgment in deciding which available insurance policy or other product, terms and Insurer best suits your needs and financial means. The Insurer is solely responsible for its products and services, and you agree that consumer-savings.com shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of such products or services. You understand that Insurers may keep your insurance request information and any other information provided by consumer-savings.com or received by them in the processing of your request, whether or not you are qualified for insurance with them or if you obtain insurance from them. You agree to notify any particular Insurer directly if you no longer want to receive communications from them. consumer-savings.com is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an

incorrect email address provided by you or other technical problems beyond our reasonable control.

The Website and the products and services provided or advertised on the Website may not be available in all states, and the availability of such services and the products offered on the Website may change from time to time without notice. Insurers are not attempting to offer insurance outside of their authorized states or country by participating in and offering their products on the Website. Insurers may discontinue, suspend or terminate the offering of any insurance or other product in any specific state through the Website at any time, without prior notice.

The information provided by Plan A whether on this website or discussed during any call does not represent a guarantee of coverage or specific payment. All insurance plans are subject to the terms, conditions and limitations of the specific policy issued, including, but not limited to, eligibility, pre-certification, exclusions and limitations, and medical necessity requirements. For further information on a policy and its limitations, please call .

The data and other information you may provide consumer-savings.com is not, and is not treated as, an application for insurance or a request to be pre-approved, pre-qualified or any similar concept. consumer-savings.com does not guarantee acceptance into any particular insurance program or specific terms or conditions with any Insurer; insurance approval standards are established and maintained solely by individual Insurers. Likewise, consumer-savings.com does not guarantee that the insurance terms or rates offered and made available by Insurers are the best terms or lowest rates available in the market. An Insurer's offer may be subject to market conditions, approval and qualification (including review of your driving record). The rates and fees actually provided by Insurers may be higher or lower depending on your complete profile and other considerations used by Insurers, such as your driving record. Unless expressly stated in writing, nothing contained herein shall constitute an offer or promise for an insurance commitment or a rate lock-in agreement. Insurers may not offer all products as well as not offer products in all states. You might not be matched with the Insurer making any specific offer. To help the government fight identity theft, the funding of terrorism and money laundering activities, and to help attempt to verify your identity, Insurers may obtain, verify and record information that identifies each person who applied for or obtain insurance from them. For example, they may ask for your name, Social Security Number or driver's license number, address, date of birth, and other important information, that will allow proper identification of you. During the Insurer application process, they may also ask to see additional information. consumer-savings.com does not charge you a fee for its service in matching you with Insurers.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing, a request for quotes or any other submission ("submission"), you understand that you are agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry as to insurance or another product through consumer-savings.com to each of the Insurers to whom your request is transmitted.

You agree that by providing your telephone number in any submission within Plan A's webpages that you are providing your signature expressly consenting to receive calls, emails, postal mail, text messages, and other forms of communication from up to eight companies such as listed companies including calls made with an automatic telephone dialing system or prerecorded voice to the wireless or residential telephone number you provided even if you are on a state or federal Do Not Call registry. You acknowledge and understand that your wireless carrier may impose charges for these calls or texts and consent to receive communications is not a condition of purchase. You may revoke your consent at any time.

By including your email in any submission, you are extending an express invitation to each Insurer you have been matched with to contact you by email at any email address you provided (in this case, any such email from an Insurer will not be considered spam or unauthorized by any local, state or federal law or regulation). For any service, you represent that all of the information you have provided in your submission is true and complete.

consumer-savings.com seeks to provide you multiple insurance quotes through its network of unaffiliated Insurers. By submitting information on an insurance request form or similar form, you authorize us to provide such information to Insurers in order to help you complete your request. Additionally, by submitting a request for insurance, you authorize the Insurers to verify the accuracy and authenticity of all information supplied by you, both internally and with the assistance of unaffiliated third parties.

To determine which Insurers may be matched with you, Insurers provide to us criteria about the type of insurance and the type of customer (for example, state of residence) in which the Insurer is interested. consumer-savings.com will provide your information to Insurers whose criteria match your profile. Where it is discovered that you do not meet certain Insurers' criteria or you do not qualify for their products, you also authorize us to provide your information to other Insurers whose criteria match your profile and whose products we feel might be of help in completing your request.

4. PROPRIETARY RIGHTS AND LICENSES

You are granted a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use and display the contents of the Website on a single computer solely for your personal use (and not for commercial resale or redistribution) to find insurance and other products or services featured on the Website. All other rights are hereby reserved. "consumer-savings.com" and the consumer-savings.com logo are service marks owned by Plan A. Other product and company names mentioned herein, including the names of Insurers, may be the trademarks of their respective owners. Nothing on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any service mark or trademark (individually and collectively, "Mark" or "Marks") displayed on the Website, without the prior written permission of consumer-savings.com or the applicable Mark holder specific for each such use. The Marks may not be used to disparage consumer-savings.com, the Insurers, the applicable third party or the products or services of such parties, nor shall they be used in any manner that may damage any goodwill in the Marks.

The Website contains copyrighted material, trademarks and other proprietary information of consumer-savings.com and/or its Insurers, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Website are copyrighted as a collective work under the United States copyright laws. consumer-savings.com owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the content, in whole or in part. Nor may you reverse engineer, decompile or disassemble, or make any derivative works based on, the Website or the software or technology used in the Website (including any customization, translation, or localization). Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of material from the Website will be permitted without the express written permission of consumer-savings.com and the copyright owner (if different from consumer-savings.com). Elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

We grant you a revocable right to create a link to the home page of this Website. You will not state or imply that you or any website on which you place such a link, or any of its pages, are endorsed by, sponsored by or affiliated or associated with this Website or consumer-savings.com. Nor may you make any representations or warranties, express or implied, with respect to this Website or any products or services available hereon, or any statements that are inconsistent with the Agreement.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY

consumer-savings.com intends that the information contained in the Website be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by consumer-savings.com at any time. Under no circumstances will consumer-savings.com be liable for any loss or damage caused by your reliance on information obtained through the Website. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Website.

THE WEBSITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." consumer-savings.com AND/OR ITS INSURERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEBSITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, FREEDOM FROM VIRUSES AND NONINFRINGEMENT. USE OF THE WEBSITE AND/OR consumer-savings.com's SERVICES IS AT YOUR OWN RISK. consumer-savings.com AND/OR ITS INSURERS AND SUPPLIERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR consumer-savings.com's SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE (INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED AT THE WEBSITE), OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL CODE OR COMPUTER PROGRAMMING ROUTINES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF consumer-savings.com AND/OR ITS INSURERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND CERTAIN LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

6. INDEMNITY

As a condition of use of the Website and/or consumer-savings.com's services, you agree to indemnify consumer-savings.com and its affiliates, suppliers and Insurers, and its and their respective members, managers, directors, officers and employees, from and against any and all liabilities, expenses (including reasonable attorneys' fees), claims and damages arising out of your use of the Website, including without limitation any claims alleging facts that if true would constitute a breach by you of the Agreement.

7. LINKS TO THIRD-PARTY WEBSITES

The Website may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. consumer-savings.com does not operate or control in any respect any information, software, products or services available on such websites. consumer-savings.com's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. consumer-savings.com is not responsible for the accuracy or content of the information provided by any third-party website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of technologies or programs available through that website.

8. AGREEMENT TO ARBITRATE

You and we each agree that any and all disputes or claims that relate to or arise from your use of or access to our Services, or any products or services sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate section (this "Agreement to Arbitrate").

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and we agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, including but not limited to actions under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. Unless both you and us agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form if a consolidated, representative, or class proceeding. The arbitrator may award relief, including monetary, injunctive, and declaratory relief, only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect our other users.

Arbitration Procedures

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement including, but not limited to, any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules and a form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This arbitration provision shall survive termination of this Agreement to Arbitrate and the closing of your Account or your use of or access to our Services, or any products or services sold, offered, or purchased through our Services.

Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and

arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

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Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

Confidentiality

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

Severability

With the exception of any of the provisions in of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

9. WEBSITE PROVIDED FROM THE UNITED STATES

If you are using the Website from outside the United States, please be aware that your information will be transferred to, stored and processed in the United States where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using the Website, which is provided exclusively from the United States, you hereby consent to the transfer of your information to the United States and its collection, storage, sharing and use as described in our Privacy Policy. You further agree that all transactions relating to the Website shall be deemed to have occurred in the United States. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with all local laws, statutes, rules, regulations and codes.

10. OTHER TERMS

This Agreement (which hereby incorporates by reference any other provisions applicable to use of the Website, including, but not limited to, any supplemental terms governing the use of certain specific material contained in the Websites) constitutes the entire agreement between you and consumer-savings.com with respect to the Website and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and consumer-savings.com with respect to the Website and information, software, products and services associated with it. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All terms of the Agreement shall survive any termination hereof, except for those terms (like licenses) that are revocable or, by their context, are not intended to survive termination.

We shall not be responsible for any errors, failure to perform or delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law, acts or failures of third-party service providers or other third parties, or any other similar conditions beyond our reasonable control. You agree that no joint venture, partnership, employment or agency relationship exists between you and consumer-savings.com or any of our affiliates as a result of this Agreement or your use of the Website. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

All notices, demands and other communications hereunder shall be in writing and shall be effective upon receipt, provided that we may provide notice to you by posting announcements on the Website or sending an e-mail to you at any e-mail address you have on file with us. Any such e-mail notice to you will be deemed given on the day it is sent. Except as specified in the next sentence, all notices to us of a legal nature shall be in writing and shall be sent by certified first-class U.S. mail, return receipt requested, to: Plan A, LLC, 382 NE 191st Street, Ste 57537, Miami FL, 33179. All notices regarding copyright or other intellectual property infringement issues shall be sent in accordance with our intellectual property policy described in

the section entitled "Copyright and Other Intellectual Property Infringement" below. If you have any questions about the Agreement, or if you need to notify us about a non-legal matter, then contact us through the "Contact Us" form on the Website.

This Agreement is not assignable by you, except by operation of law; consumer-savings.com may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

11. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY INFRINGEMENT

As consumer-savings.com asks others to respect its intellectual property rights, it respects the intellectual property rights of others, and requires its users to do so. If you are a copyright owner or an agent thereof and believe that any third-party content on the Website infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on or available through our Website are covered by a single notification, a representative list of such works at those locations;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit consumer-savings.com to locate the material;

Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

consumer-savings.com's designated Copyright Agent to receive notifications of claimed infringement is Copyright Agent, address: 382 NE 191st Street, Ste 57537, Miami FL, 33179. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to consumer-savings.com customer service. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

In the event that you believe consumer-savings.com removed any of your content in response to a false notice of copyright infringement, you should notify consumer-

savings.com promptly in writing pursuant to the DMCA, at the mailing address provided above. Such notification should include:

Your physical or electronic signature;

Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the state of Delaware, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

Furthermore, you should include a clear statement of your acceptance of process pertaining to the notifying party or the agent of the party as defined in DMCA § 512(c)(1)(C). If a counter-notice is received by the Copyright Agent, consumer-savings.com may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole and absolute discretion.

consumer-savings.com has a policy of terminating the account of, or denying access or use of the Website to, in its sole and absolute discretion, any user who repeatedly infringes the copyrights or other intellectual property rights of others.

If you believe that any of your intellectual property rights other than copyrights have been infringed (for example, if you believe that any product listed on the Site is infringing your trademarks), please e-mail consumer-savings.com at compliance@consumer-savings.com. consumer-savings.com reserves the right, in its sole and absolute discretion, to suspend or terminate the account of any user who infringes the intellectual property rights of consumer-savings.com or others, and/or to remove, delete, edit or disable access to such person's User Content. consumer-savings.com shall have no liability for any action taken pursuant to this Section.

12. VOICE RECORDING AND MONITORING CONSENT

You agree and consent that Plan A may record or monitor oral or voice communications, utterances, and conversations or commands made by you during any calls you make to Plan A as permitted by 18 U.S.C. §§ 2511 et seq., Cal. Penal Code § 632 et seq., and other state laws that regulate call monitoring and recording. By calling Plan A, you expressly consent and grant it the right to record or monitor and use this information in connection with RSI and for the purposes set out in the Privacy Policy. Plan A is under no obligation to monitor or record its services for accuracy, completeness, or quality.

13. HEALTH INFORMATION

The health information on this website is provided by Plan A solely for informational purposes. It is not meant to provide medical advice tailored to you in any way. It does not constitute medical advice and is not intended to be a substitute for proper medical care provided by a physician. Plan A assumes no responsibility for any circumstances arising out of the use, misuse, interpretation or application of any information supplied on this website. Always consult with your doctor for appropriate examinations, treatment, testing, and care recommendations. Do not rely on information on this site as a tool for self-diagnosis.

14. POLICY REGARDING USER CONTENT

Plan A provides this website as a benefit to its users, and strives to make this online forum safe for all users. Plan A has developed the following policies regarding the removal of user content from this website. As a user of this website, you agree to follow and to be bound by these policies.

Plan A may remove content it deems, in its sole discretion, to be inappropriate, harmful, or violates the rights of others from this website including, but not limited to:

- content that threatens or promotes injury to others or self
- content that threatens or promotes violence to any person or property
- content that threatens or promotes criminal conduct or unlawful activity
- content used to harass, bully, blackmail, or disparage another
- content containing hate speech
- content containing nudity or graphic depictions of sex or violence
- content that is harmful to this website, to this online forum, to Plan A, or to the goodwill associated with any of Plan A's trademarks
- content that violates the rights of another, including, without limitation, contractual rights, intellectual property rights and rights of publicity and privacy

Plan A encourages users to notify it of content that may be inappropriate or harmful. In fact, a user may notify Plan A of potentially inappropriate or harmful content by sending a message to the following individual:

Compliance Department
compliance@consumer-savings.com
4611 S University Dr Ste 485
Davie, FL 33328

15. PRODUCTS AND SERVICES PROVIDED BY THIRD PARTIES

Plan A connects individuals with insurance providers and is not an insurance or operating company. Therefore, products and services are provided exclusively by or through the insurance providers and not Plan A.

16. PRODUCTS AND SERVICES DESCRIPTIONS NOT AVAILABLE IN ALL STATES

The products and services descriptions provided by Plan A are for informational purposes only and are subject to change. Some products and services may not be available in all jurisdictions. Anyone interested in a particular product or service should call to determine eligibility and to request a copy of the applicable policy or other plan documents for a complete description of the product.

17. TRADEMARKS

There are references throughout the website to various trademarks or service marks and these, whether registered or not, are the property of their respective owners. The registered marks and other Plan A marks are owned by Plan A, LLC.