

# Terms of Use

## **Terms of Use**

By accessing or using our Services, you agree to be bound by the terms and conditions of these Terms of Use and PlanWorks' Privacy Policy (collectively, "Agreement"). The terms "we," "us," or "our" mean PlanWorks, LLC, a licensed insurance agency owned by Quikaid, Inc., whose headquarters is located at 695 Central Avenue, Saint Petersburg, FL 33701. The term "Services," means, collectively, various websites, applications, widgets, email notifications and other mediums owned and operated by Quikaid, Inc. or PlanWorks, LLC.

### **PlanWorks**

PlanWorks works with Medicare enrollees to explain Medicare plan options, including Medicare Advantage Plan options. PlanWorks is not endorsed by the United States government or the federal Medicare program.

PlanWorks complies with Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

### Website

This website provides information intended to be current and correct regarding programs available through Medicare Advantage. This information is provided as a public service and is not intended to give legal or medical advice. Do not rely on information on this site in lieu of the advice of a licensed insurance agent, or, in the instance of a medical problem, a licensed medical professional. Each individual application has unique facts, instances, and circumstances. You are advised that a licensed insurance agent should be consulted for advice on specific matters pertaining to your unique situation. No legal or other relationship is created by viewing the contents of this website or requesting a free evaluation.

This website does not provide a complete description of benefits. Medicare beneficiaries may also enroll through www.medicare.gov.

### Security

Because the security of communications over the Internet may not be equal to that of other forms of communication, we cannot guarantee the confidentiality of information submitted via e-mail. However, no information submitted to PlanWorks will be divulged to any party for any purpose other than that related to the matters for which you are consulting PlanWorks. Please review our Privacy Policy for full details on how we collect and use information obtained through our website.

## Services

PlanWorks is a licensed insurance agency and is not an insurance company. PlanWorks assists clients in reviewing a variety of insurance plans offered by third parties and selecting the plan that works best for them. PlanWorks does not endorse any particular insurance plan or provider.

The Services may include the provision of insurance quotes and quote ranges, all of which are non-binding. You are NOT guaranteed eligibility to receive coverage under any plan offered through the Services. You further acknowledge that if you enter into a plan offered through the Services, the terms of such plan shall be in addition to the terms of this Agreement. DO NOT CANCEL YOUR EXISTING INSURANCE UNTIL YOU RECEIVE CONFIRMATION IN WRITING FROM THE INSURANCE COMPANY YOU HAVE APPLIED TO THAT YOUR NEW POLICY IS IN EFFECT.

Our Services apply to audiences in the United States only. You use the Services at your own risk. We shall have any liability or responsibility for damage or injury to you or any person arising from any use or reliance on the Services. We do not warrant that the Services satisfy government regulations regarding the disclosure of information on prescription drug products.

Your right to access and use our Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use our Services for lawful purposes and pursuant to the terms of the Agreement.

Your access and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take. We reserve the right to suspend or discontinue the availability of our Services and/or any portion or feature of our Services at any time in our sole discretion and without prior notice.

You agree to provide true and accurate information about yourself as part of any registration or other information collection in connection with the Services, and you understand you must not impersonate any other person or entity in doing so. You shall not modify, scrape, embed, or frame our Services without our prior written permission.

### **Electronic Communications**

As a convenience to you, we offer the ability to communicate with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, and that an electronic signature is as valid as a wet ink signature.

## **External Links**

We do not control third party sites or resources to which we may link, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. The incorporation of third party links into the Services does not constitute an endorsement. If you decide to access any of the third party websites linked to the Services, you do so at your own risk and subject to the privacy policies and terms and conditions of use for such websites.

# No Representations or Warranties

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES. YOU USE OUR SERVICES AT YOUR OWN RISK. WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH PRODUCTS. WE ACCEPT NO LIABILITY IN CONNECTION WITH THESE PRODUCTS.

## **Limitation of Liability**

We are not liable for any damages arising out of or related to the Service or content on our website. This includes any special, consequential, or incidental damages, loss of profits, or loss of use, regardless of whether such damages arise in contract, negligence, tort, in equity, or otherwise.

You have waived any and all claims against PlanWorks, its agents, representatives, affiliate, and licensors arising out of your use of the website or PlanWorks' Services.

Indemnification

You shall defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by us; (iii) your access or use of our Services; (iv) access or use of our Services under any password that may be issued to you; (v) claims regarding any liability, loss, claim and/or expense arising from or related to your access and use of the Services, including information obtained through the Services, and/or (vi) any personal injury or property damage caused by you.

## Amendments to the Agreement

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here and will be effective immediately.

## Arbitration and Applicable Law

You agree that the laws of the State of Florida will govern this Agreement as well as any claim or dispute that may arise between you and PlanWorks, LLC or Quikaid, Inc. You and we agree to resolve any dispute exclusively through final and binding arbitration.

### Miscellaneous

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations. If any provision of these Terms of Use is found to be invalid or unenforceable, the other provisions shall remain in full force and effect.

If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at support@planworks.com.