

Terms

Acceptance

These Terms apply to your use of this Site. By visiting or using this Site, or otherwise indicating your agreement to be bound by these Terms, you are acknowledging that you have read, understood, and accept the Terms. Continued use of the Site constitutes your acceptance of any revisions to these Terms.

Definitions

Except in the sections entitled “Consent to Doing Business Electronically for Residents of the District of Columbia and All States Except New York” and “Consent to Doing Business Electronically for Residents of New York”, “American Teachers” or “us” or “our” or “we” refers to American Teachers Inc., American Education Online LLC, and each of their affiliates. “Site” means www.americanteachers.com and any other Internet sites operated by us, our online services, mobile services, and software. “You” and “Your” means the user of this Site.

Limitations of Use

The Site is intended solely for use by United States residents who are at least 18 years of age or are under direct supervision of such and have otherwise reached the age of majority.

You agree to use the Site only for lawful purposes. You may not use the Site in any way that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of this Site, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted on the Site is strictly prohibited.

We may change the Site, stop offering products and services through the Site, or create usage limits for the Site without prior notice. We may permanently or temporarily terminate or suspend your access to the Site without notice and liability for any lawful reason, including if in our sole determination you violate any provision of these Terms, or for no reason if lawfully permitted. Upon any such termination, you continue to be bound by these

Terms. Notwithstanding the foregoing, any such suspension, termination, or other change to the Site shall not be with respect to and shall not affect any products and services, including insurance coverage, you've already obtained through the Site.

Collection and Use of Personal Information

Your use of the Site, including your application for the products and services offered through the Site, may involve the transmission to us of certain personally-identifiable information. Our policies with respect to our collection and use of such information are set forth in our Privacy Policy, which is hereby incorporated by reference in its entirety.

Website Security

We maintain commercially reasonable administrative, physical, and technical safeguards designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of the data and information you provide us. In the event that any data or information under our control is compromised as a result of a breach of security, we will investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

Insurance Products

Eligible individuals may apply for insurance products through the Site. Insurance products are only available to people in those jurisdictions in which they may be legally sold. By applying for insurance products through the Site, you are agreeing to (i) designate us as your agent of record, (ii) authorize us to communicate such designation to any insurance carrier, your prior insurance producer, and any other person or entity we determine should be advised, and (iii) permit us to receive any compensation that any insurance carrier agrees to pay to us in connection with your purchase of insurance products. With respect to any insurance product, if any term or condition of these Terms differ from the terms and conditions of the policy, the policy's provisions will control. For information on the insurance-related licenses we hold, please visit Licenses. In addition, though we would like you to give us the opportunity to resolve any complaint you may have about the insurance products offered through the Site, if we are unable to resolve your complaint, you may also report

your complaint to the insurance regulator in your state. Contact information for state insurance regulators in the United States may be found at www.naic.org.

Product information and descriptions contained within the Site are not intended to be complete descriptions of all applicable terms, exclusions and conditions, but are provided solely for general informational purposes. If you purchase a American Teachers policy, you should refer to the actual policy for complete details of coverage. Approval of your application is not guaranteed and is subject to acceptance, as applicable, based upon its underwriting guidelines and your personal health history.

We do not provide forms of professional advice of the type that may require additional professional licensing, such as legal, medical, accounting, or tax advice. The Site does not contain any legal, regulatory, accounting, or tax advice, and you must rely solely upon your own advisors with respect to such advice.

Consent to Doing Business Electronically for Residents of the District of Columbia and All States Except New York

In connection with the products and services offered through the Site, from time to time you will receive disclosures, notices, documents (including your application and insurance policy, if one is issued) and other information ("Communications") from us. The benefits of the products and services offered through the Site are available only by conducting business through the Internet, and therefore we need your consent to conduct business electronically. This section informs you of your rights when receiving electronic Communications.

As used in this section entitled "Consent to Doing Business Electronically", "we" or "us" refers not just to American Teachers, but also American Teacher's affiliates and agents.

Scope of Consent

You agree that all Communications from us relating to the products and services, including insurance products, offered through the Site may be provided or made available to you electronically by e-mail or at the Site. You further agree that we may accept an electronic signature from you, and that this electronic signature will have the same effect as a physical wet signature and will appear on all records related to the provision of any such products and services. Your consent also applies to all Communications and information that we receive from you. Your consent is voluntary and, if you consent, you still have the right to receive a free paper copy of any Communication by contacting us in the manner described below.

Hardware/Software Requirements

To access and retain Communications, you must:

- Have access to a computer capable of running a current Internet browser;
- Have access to Internet service and an e-mail account that can be used to receive and access all Communications;
- Be able to view all Communications on a monitor through the use of Adobe Reader or similar software and be able to print all such Communications; and
- Be able to send and receive e-mails that contain hyperlinks to websites.
- If you are accessing the Site electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device's app store. If your mobile device does not have this functionality, you must access the Site through alternate means that provide you with the ability to print and save the Communications. You acknowledge that you can access the electronic Communications in the designated formats described herein.

Withdrawing Consent

You may withdraw your consent to receive Communications electronically and to use an electronic signature at any time. If you withdraw your consent, from that time forward (i) you will be unable to apply for products and services, including insurance products, through the Site, and (ii) we will be unable to continue to process any pending applications for products and services, including insurance products. To withdraw your consent to do business electronically, please send us a written notice by e-mail.

Contact Information

American Teachers can be contacted via email. Please keep us informed of any changes in your e-mail address so that you can continue to receive all Communications without interruption. To notify us of changes in your e-mail address, please send a written notice by e-mail.

Consent to Doing Business Electronically for California Residents

In connection with the products and services offered through the Site, from time to time you will receive disclosures, notices, documents (including your application and insurance policy, if one is issued) and other information (“Communications”) from us. The benefits of the products and services offered through the Site are available only by conducting business through the Internet, and therefore we need your consent to conduct business electronically. This section informs you of your rights when receiving electronic Communications.

As used in this section entitled “Consent to Doing Business Electronically for California Residents”, “we” or “us” refers not just to American Teachers, but also American Teacher's affiliates and agents.

Scope of Consent

You agree that all Communications from us relating to the products and services, including insurance products, offered through the Site may be provided or made available to you electronically by e-mail or at the Site. You further agree that we may accept an electronic signature from you, and that this electronic signature will have the same effect as a physical wet signature and will appear on all records related to the provision of any such products and services. Your consent also applies to all Communications and information that we receive from you. Your consent is voluntary and, if you consent, you still have the right to receive a free paper copy of any Communication by contacting us in the manner described below.

Hardware/Software Requirements

To access and retain Communications, you must:

- Have access to a computer capable of running a current Internet browser;
- Have access to Internet service and an e-mail account that can be used to receive and access all Communications;
- Be able to view all Communications on a monitor through the use of Adobe Reader or similar software and be able to print all such Communications; and
- Be able to send and receive e-mails that contain hyperlinks to websites.
- If you are accessing the Site electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device's app store. If your mobile device does not have this functionality, you must access the Site through alternate means that provide you with the

ability to print and save the Communications. You acknowledge that you can access the electronic Communications in the designated formats described herein.

Withdrawing Consent

You may withdraw your consent to receive Communications electronically and to use an electronic signature at any time. If you withdraw your consent, from that time forward (i) you will be unable to apply for products and services, including insurance products, through the Site, and (ii) we will be unable to continue to process any pending applications for products and services, including insurance products. To withdraw your consent to do business electronically, please send us a written notice by e-mail.

Contact Information

American Teachers can be contacted via email at the [Contact Us](#) page. Please keep us informed of any changes in your e-mail address so that you can continue to receive all Communications without interruption. To notify us of changes in your e-mail address, please send a written notice by e-mail.

Your Obligations and Authorizations

You do not need to register with us to visit and view the Site. However, to access certain password-protected areas of the Site and to apply for the products and services offered through the Site, you must register for an account. When registering for an account through the Site, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify us immediately in the event you become aware of any breach of security or unauthorized use of your account. We will not be liable for any losses caused by any unauthorized use of your account.

In order to access or use certain aspects of the Site, we may need your authorization to (i) collect information provided by you through the Site, including certain personal information, personal health information, signatures, data, passwords, usernames, PINs, and other information, materials, and content necessary for us to provide the products and services offered through the Site to you, and (ii) retrieve and manage information of yours maintained by certain third-party institutions ("Your Data"). You hereby grant us a non-exclusive, royalty-free license under any applicable intellectual property rights to use Your Data solely in connection with the provision of the products and services offered through the Site.

You represent and warrant that the portion of Your Data you provide us is accurate and complete, and that you are authorized to submit it to us without any obligations on us, including but not limited to the payment of fees. We have no liability or other responsibility

for inaccuracy or incompleteness, or your inability to use the Site due to such inaccuracy or incompleteness. You are and will be responsible for the consequences of any instructions you provide us and that we follow. You hereby authorize us to: (i) store Your Data in accordance with applicable laws, and (ii) use any signatures or other materials you provide us in order to provide you the products and services offered through the Site.

Prohibited Activities

You agree that you will not: (i) register for an account on behalf of somebody other than yourself, (ii) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity, (iii) use or attempt to use another's account without authorization from that person and us, (iv) copy, distribute, or disclose any part of the Site in any medium, including without limitation by any automated or non-automated "scraping", (v) use any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that we grant the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials), (vi) transmit spam, chain letters, or other unsolicited email, (vii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site, (viii) take any action that may impose an unreasonable or disproportionately large load on our infrastructure, as determined by us, (ix) upload invalid data, viruses, worms, or other software agents through the Site, (vii) collect or harvest any personally identifiable information, including account names, from the Site, (x) use the Site for any commercial solicitation purposes, (xi) use the Site in order to obtain information about us, the Site, or our customers for the purpose of competing with us or otherwise replicating some or all of the Site for any reason, (xii) interfere with the proper working of the Site, (xiii) access any content on the Site through any technology or means other than those provided or authorized by the Site, or (xiv) bypass the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content.

Intellectual Property

Unless otherwise stated, we do not accept unsolicited ideas, suggestions, or materials relating to development, design, or marketing of our services and products. Any such postings to the Site will be considered non-confidential and non-proprietary, and will remain,

our exclusive property. We may copy, disclose, distribute, incorporate, and otherwise use the item and any information contained therein for any purpose without compensation.

The entire Site is our copyrighted work. Unless otherwise specified, no person has permission to copy, display, distribute, republish, or create derivative works from such information in any form. The third-party notices and licenses for open source software that we use are available [here](#).

By providing content, we do not allow you to use trademarks referenced in the Site. You may not use meta tags or any other “hidden text” using our name or trademarks without our express written permission. The trademarks, logos, and service marks (the “Marks”) displayed on the Site are our or other third parties’ property. You are prohibited from using any Marks without the express written permission of us or the third party that owns the Marks.

We respect the copyright interests of others. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that any material contained on the Site may infringe on your copyright, you must provide us notice in writing of the following: (i) identification of the copyrighted work claimed to have been infringed, (ii) identification of the allegedly infringing material, (iii) information sufficient to permit us to locate the infringing material, (iv) a statement that the complaining party has a good faith belief that use of the material is not authorized or permissible by law, and (v) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner, agent, or licensee. Anyone who knowingly misrepresents that material is infringing in such a notice will be liable for any damages and any associated costs incurred by us. Written notice must be sent to us by email.

Third-Party Practices

This Site contains links to, and services from, other third-party websites that are not maintained by us. Unless otherwise stated, we make no warranties or representations regarding these third-party websites or the products and services offered on them. We also do not control the privacy or security practices of these third-party websites, or the locations where they process data. You should read the privacy and security policies of third-party websites sites, as their practices may differ from ours. In particular, we use certain Google Maps APIs on the Site. The use of these APIs are covered by Google’s Terms of Service.

Disclaimer of Warranties and Limitation of Liability

The Site is provided by us on an “as is” and “as available” basis. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. We do not represent or warrant that the Site or its content is error free, that defects will be corrected, or that the Site is free of viruses or other harmful code.

Under no circumstances will we, our agents, providers or their respective officers, directors employees, agents, independent contractors or licensors (the “American Teachers Parties”) be liable to you or anyone else for damages of any kind arising from your use of the Site, your inability to use the Site, or circumstances beyond our control, including, but not limited to direct, indirect, incidental, punitive and consequential damages, even if the American Teachers Parties are expressly advised of the possibility of such damages. The American Teachers Parties will not be liable for any defamatory, offensive or illegal conduct of any user. Your sole remedy for dissatisfaction with the Site is to stop using the Site. If your use of materials from the Site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof. Some jurisdictions do not allow the exclusion or limitation of liability for negligence, consequential, incidental or other damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

Indemnification

You agree to indemnify and hold harmless American Teachers Parties from and against any and all claims, losses, expenses, demands or liabilities, including attorneys’ fees and costs, incurred by the American Teachers Parties in connection with any claim by a third party (including any intellectual property claim) arising out of: (i) materials and content you submit to, post to or transmit through the Site, or (ii) your use of the Site in violation of these Terms or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. The American Teachers Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the prior written consent of us. You further agree to indemnify and hold harmless the American Teachers Parties from any claim arising from a third party’s use of information or materials of any kind that you post to the Site.

Permission to Contact

When you give us your home and/or mobile phone number, we have your permission to contact you at that number or numbers, and any other number we believe we may reach you through (unless prohibited by applicable law), about your American Teachers account.

Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology, for all purposes not prohibited by applicable law. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an e-mail to any address where we reasonably believe we can contact you. Some of the purposes for calls and messages include: suspected fraud; obtaining information; administration of your account; and collection of premiums. Our rights under this Section extend to the American Teachers Parties. To permanently cease receiving text messages from us, please reply STOP to any message we send.

Miscellaneous

Governing Law, Jurisdiction and Venue

These Terms and all other aspects of your use of the Site shall be governed by and construed in accordance with the laws of the United States and, to the extent applicable, to the laws of the State of California, without giving effect to its conflicts of laws rules.

You agree that you will notify us in writing by e-mail of any claim or dispute concerning or relating to the Site and the information, products and services provided through the Site, and give us a reasonable period of time to address your claim or dispute before bringing any legal action against us. Except for proceedings commenced by us to protect our intellectual property or confidential information which may be brought in any court of competent jurisdiction, you and we mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state courts located in San Mateo County, California or federal courts located in the Northern District of California.

Notices

If you have registered for an account through the Site, we will notify you of any material changes to these Terms by using any of the contact information you have provided to us or by posting a message on the Site's home page. In addition, we will update the "last modified" date at the bottom of this page.

General Provisions

These Terms shall be subject to any other agreements you have entered into with us. In the event of a conflict between these Terms and any insurance policy issued to you through the Site, the terms of the insurance policy shall control. These Terms supersede any previous Terms to which you and we may have been bound. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of these Terms shall remain in full force and effect. These Terms will be binding on, inure to the benefit of, and be enforceable against you and us and their respective successors and assigns. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of these Terms. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Failure by us to enforce any of our rights under these Terms shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

Notice for California Residents

The owner of this Site is American Teachers Inc. You can reach us using our American Teachers Contact Us section. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

Contacting Us

If you have any questions regarding these Terms or our practices, please contact us via e-mail.

These Terms were last modified on April 2, 2020.