

## **GOCO.IO, INC TERMS OF SERVICE**

GoCo.io, Inc. ("GoCo", the "Site", "https://www.goco.io") welcomes you! GoCo provides services to you subject of the following terms of service (the "Agreement"). The Agreement applies to all visitors, users, and others who have access to the Site.

Subject to the terms and conditions of this agreement, GoCo.io, Inc. grants you a non-exclusive, limited, non-transferable, freely revocable license to use the Site solely as permitted in these Terms of Service. We may terminate this license and your access to the Site at any time for any reason or no reason.

### **Use**

By using this Site, you signify that you have read, understood, and agree to be bound by these terms of service. If you do not agree to this policy, please do not use our Site. GoCo.io, Inc. can update this Agreement at any time or any reason. When we do, revise the updated date at the bottom of this page. We encourage users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications. Your continued use of the Site following the posting of changes to this Agreement will be deemed your acceptance of those changes.

Any use of or access to the Site by anyone under 13 years old is strictly prohibited. A legal guardian's approval is required for anyone younger than 18 years of age to use the Site. If the legal guardian grants approval for a person under 18 to use the Site, the legal guardian accepts all responsibility that may arise from the minor's use.

If you open a GoCo account on behalf of a company or other entity, you represent and warrant that you are an authorized representative of that company or entity with the authority to bind the entity to this agreement.

When creating a new account on GoCo, you are responsible for keeping the information accurate and up to date. You are responsible for all the activity on your account and keeping your password secure. You must notify GoCo immediately of any unauthorized breaches on your account. GoCo will not be liable for any losses due to unauthorized use of your account.

You consent to receive electronic disclosure of benefits notices, COBRA notifications, enrollment notification, plan summaries, plan amendments and other insurance related communications. You also affirm that you have the necessary equipment and software needed to access GoCo and to view and print any necessary documents. By creating an account on GoCo, you agree to receive electronic employee benefit notices and be notified of those notices by the email address you provided.

In order for us to provide some of our services, you authorize us to retrieve and manage your payroll, health insurance, and other accounts from third-party institutions. You agree to designate GoCo as your agent and attorney-in-fact in connection with such services. You authorize us to (1) store your account information, (2) access the third-party service with the account information you provided us, (3) use your signature or other materials to provide the service, (4) gather and export any relevant data or information for the third-party service as deemed necessary and (5) take any action necessary to provide the service, including but not limited to creating an account on your behalf with a third-party service.

You agree to avoid (1) copying, distributing, or disclosing any part of GoCo in any medium; (2) taking any action that may impose an unreasonable load on our infrastructure, as determined by GoCo; (3) impersonating another person or misrepresenting your affiliation with a person or entity.

GoCo may suspend your access to the Site without notice or liability at any time for any reason. Upon such termination, you continue to be bound by this Agreement.

### **No Warranty**

The site and the site elements are provided on an 'as is' and 'as available' basis. To the fullest extent permitted under applicable law, GoCo expressly disclaims all representations and warranties of any kind with respect to the Site, the Site elements and any other products or services available on or through this Site, whether, express or implied, including, but not limited to, any and all warranties (1) of merchantability or fitness for a particular purpose; (2) of non-infringement and title; (3) that any use of the Site will be free from any interruptions, delays, inaccuracies, server down-time, errors or omissions; (4) that the Site will be secure, or free of viruses, worms or other harmful components; (5) that the site and/or the Site elements will satisfy your requirements or expectations; and (6) that information, data or materials presented or displayed on this Site are correct, accurate or reliable.

### **Indemnification**

You agree to indemnify, defend and hold harmless GoCo and its officers, employees, directors, and authorized representatives from and against any liability, loss, injury, demand, action, cost, expense, or claim of any kind, including but not limited to lawyer's fees, relating in any way to your use of the contents, products or services provided by this Site.

### **Entire Agreement**

This Agreement constitutes the entire agreement. This Agreement shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between you and us relating to the subject matter of this agreement. If

any part of this Agreement is deemed invalid, the invalidity will not affect the validity of the remaining provisions in this Agreement.

### **Governing Law**

You agree that GoCo is based solely in Texas and that the services provided by GoCo are passive and do not give personal jurisdiction over us, either specific or general, in jurisdictions other than Texas. This agreement shall be governed by the laws of Texas. Any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

If you have any dispute or claim with GoCo, you agree to first contact us at hello@goco.io and attempt to resolve the dispute with us informally with prompt communication over a 60-day period.

### **Insurance**

You are not required to use GoCo as your insurance broker in order to obtain an account or use GoCo's services. GoCo's insurance licenses are shown below:

- Texas License #: 2002715
- Utah License #: 528695

## **GOCO.IO INC PRIVACY AGREEMENT**

This Privacy Policy governs the manner in which GoCo.io, Inc. collects, uses, maintains and discloses information collected from users (each, a "User") of the <https://www.goco.io> website ("Site"). This privacy policy applies to the Site and all products and services offered by GoCo.io, Inc.

### **Personal identification information**

We may collect personal identification information from users in a variety of ways, including, but not limited to, when users visit our site, register on the site, or fill out a form in connection with features we make available on our Site. Users may be asked for name, email address, mailing address, phone number, social security number, and other information.

### **Non-personal identification information**

We may collect non-personal identification information about users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site,

such as the operating system and the Internet service providers utilized and other similar information.

### **Web browser cookies**

Our Site may use "cookies" to enhance user experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

### **How we use collected information**

GoCo.io, Inc. collects and uses users personal information for the following purposes:

- To improve customer service: Your information helps us to more effectively respond to your customer service requests and support needs.
- To personalize user experience: We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- To improve our Site: We continually strive to improve our website offerings based on the information and feedback we receive from you.
- To process transactions: We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.
- To send periodic emails

The email address users provide for order processing, will only be used to send them information and updates pertaining to their order. It may also be used to respond to their inquiries, and/or other requests or questions. If user decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or user may contact us via our Site.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

### **Sharing your personal information**

We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

### **Third party websites**

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

### **Contacting us**

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:

GoCo.io, Inc.  
<https://www.goco.io>  
16825 Northchase Dr, Ste 140 Houston, TX 77060  
[hello@goco.io](mailto:hello@goco.io)

**This agreement was last modified on 6/22/2015.**