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As used herein, “Law(s)” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

As used herein, “Services” shall have the meaning set forth in the first paragraph of these Terms of Use and shall include providing you with remote access to certain Service Software in order to assist you in (i) obtaining information (including quotes) about and in enrolling in various NYWPG Insurance Services; (ii) purchasing and renewing purchases of insurance via a payment gateway; (iii) accessing insurance ID cards, provider information obtaining other assistance in connection with their insurance products; (iv) accessing claim information; and (v)

contacting customer support. The term “Services” includes the Account Services (defined below).

As used herein, “NYWPG Insurance Services” shall mean insurance products and services made available through the Website.

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You will notify NYWPG (via the Notice section set forth below) promptly upon discovery of any unauthorized access, use or disclosure of any Personal Data, password-protected or confidential information in connection with the User Account, or Log-in Information, or of any other breach of this Agreement, and will cooperate with NYWPG to regain possession of such information or Log-in Information and prevent its further unauthorized access, use or disclosure.

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When creating a User Account as provided for on this Website, you are required to provide NYWPG with accurate, complete, and updated information. Failure to provide accurate, complete and updated information shall constitute a breach of these Terms of Use and may result in immediate termination of your User Account and Account Services as provided for in more detail below.

Moreover, in creating a User Account, you hereby agree that you will not in any way use or adopt a user name that is the name of another person with the intent to impersonate such person. Further, you agree not to use a user name that is subject to any rights of a person other than yourself without appropriate authorization from such other person. NYWPG reserves the right to refuse creation of a user name or to cancel the same at its sole discretion.

You are solely responsible for maintaining the confidentiality of any passwords associated with your User Account and you hereby indemnify and hold harmless NYWPG and its parent, affiliates, subsidiaries, agents and advisors and their respective employees, officers, directors, shareholders, agents and representatives from and against any and all losses, damages, costs, fees (including attorney's fees and costs), judgments, settlements, liabilities and causes of action, arising out of or under or related to the use of your User Account by any person, including but not limited to, illegal or improper use of the Account Services by you or someone other than you who gains access to your User Account in either an authorized or unauthorized manner. You shall immediately notify NYWPG by contacting NYWPG at nywpgpartners@gmail.com if a password is lost, stolen, disclosed to a third party or has otherwise been compromised.

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nywpgpartners@gmail.com

Attn: NYWPG Partners

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