

IMPORTANT: Please read the following Terms of Use and conditions carefully.

These Terms of Use constitute a legally binding contract between the User and Best Doctors Insurance ("Best Doctors") concerning access and use of services offered and all products, information, content, media, printed and online materials, and other electronic documentation accessible from BestDoctorsInsurance.com or any subdomain thereof or other websites operated by or for Best Doctors (collectively the "Sites").

The use of Best Doctors free Sites is conditional on the User's agreement to these Terms of Use. Please review them, as the use of the Sites constitutes the User's acceptance.

Best Doctors reserves the right to change the Terms of Use at any time without prior notice, automatically binding the User.

1 TRADEMARKS AND COPYRIGHTS

The trademarks, notices, brand names, and other intellectual property (the "Trademarks") available on the Sites are the exclusive property of Best Doctors or their rightful owner. Any use or misuse of the Trademarks (including the use as meta tags) without prior written consent of Best Doctors or their rightful owner is strictly prohibited.

The Site's design and content, as well as any calculation tool in it, are duly protected by the competent authorities and registries; it is strictly prohibited to modify, copy, distribute, broadcast, display, publish, edit, sell or in any way exploit the design and content of the Sites for commercial or private purposes.

2 PERSONAL IDENTIFIABLE INFORMATION

Best Doctors may collect personally identifiable information from the User in various ways, including, but not limited to when visiting our Site, registering on the Site, subscribing to the newsletter, answering a survey, filling out a form, and in connection with other activities, services, functions, or resources that we make available on our Site.

Best Doctors may request the User's name, email address, and telephone number, as appropriate. However, the User can visit our Site anonymously. We will collect the User's personally identifiable information only if they voluntarily provide such information. The User may refuse to provide personally identifiable information, but this could prevent them from participating in certain activities related to the Site.

3 NON-PERSONALLY IDENTIFIABLE INFORMATION

We may collect non-personally identifiable information from the User when they interact on our Site. Non-personally identifiable information may include the browser's name, computer type, and technical information about the User's connection method, the operating system, Internet service provider used, and similar information.

4 WEB BROWSER COOKIES

Our Site may use cookies to improve the User experience. The User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. The User can choose to configure their web browser to reject cookies or notify them when cookies are being sent. By doing so, some parts of the Site may not function properly.

5 HOW WE USE THE INFORMATION COLLECTED

Best Doctors may collect and use User's personal information for the following purposes:

- **To improve customer service**
The information provided by the User allows us to answer customer service requests and support their needs more efficiently.
- **To personalize the User experience**
We may use aggregated information to learn how our Users, as a group, use the services and resources provided on our Site.
- **To improve our Site**
We may use feedback or comments to improve our products and services.
- **To process payments**
We may use the information provided by the User when placing an order only to service that order. We do not share this information with third parties, except to the extent necessary to provide the service.
- **To share User's information with third parties**
We may share or sell information to third parties for marketing or other purposes.
- **To run promotions, contests, surveys, and other Site functions**
To send them information on topics they agreed to receive and that we believe will be of interest.
- **To periodically send emails**
We may use the User's email address to send information and updates related to their request. It can also be used to answer inquiries, questions, and other requests. If the User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, information related to products or services, etc. If at any time the User wishes to unsubscribe from receiving future emails, we include detailed instructions for unsubscribing at the bottom of each email. The User may also contact us through our Site.

6 HOW WE SHARE THE USER'S PERSONAL INFORMATION

We may use third-party service providers to help us operate our business and Site or administer activities on our behalf, such as sending newsletters or surveys. We may share the User's information with these third parties for those limited purposes if the User has not requested otherwise.

7 HOW WE PROTECT THE USER'S INFORMATION

We adopt data collection, storage, and processing practices, as well as security measures to protect against unauthorized access, alteration, disclosure, or destruction of the User's personal information, Username, password, information on transactions, and data stored on our Site.

The exchange of confidential and private data between the Site and the User is carried out through a secure SSL communication channel, which is encrypted and protected with digital signatures. Our Site also complies with PCI vulnerability standards to create an environment as safe as possible.

8 THIRD PARTY WEBSITES

The User may find advertising or other content on our Site that links to our partners, suppliers, advertisers, sponsors, licensors, or other third-party sites and services. We do not control the content or links that appear on these sites, and we are not responsible for the practices employed by websites linked to our Site. In addition, these sites or services, including their content and links, may change constantly and may have their own privacy and customer service policies. Navigation and interaction on any of these websites, including those linked to ours, are subject to their terms of service and privacy policies.

9 ADVERTISING

Ads on our Site may be offered to the User by advertising partners through the use of cookies. These cookies allow the ad server to recognize the User's computer each time they send them an online advertisement to collect non-personally identifiable information about the User or other people using the computer.

This information allows advertising networks, among other things, to send targeted advertising that may be of interest to the User. These Terms of Use do not cover the use of cookies by advertisers.

10 COMPLIANCE WITH THE CHILDREN'S INTERNET PRIVACY POLICY AND PRACTICES

Protecting the privacy of the very young is especially important to Best Doctors. For this reason, we never collect or maintain information on minors under the age of thirteen (13) on our Site, nor is our Site structured to attract that segment of the population.

11 CHANGES TO THESE TERMS OF USE

At its sole discretion, Best Doctors reserves the right to update these Terms of Use and its Privacy Notice at any time. We encourage Users to periodically review this page to learn how we are protecting their personal information. The User acknowledges and accepts that it is their responsibility to review this material regularly to be aware of any modification.

12 USER'S ACCEPTANCE OF THESE TERMS

Use of this Site constitutes consent to these Terms of Use. Users agree to be bound by any revised Terms of Use by accessing or using the Site after a published update becomes effective. If Users disagree, they should refrain from using our Site. Continued use of the Site after publication of a change in these Terms of Use or our Privacy Notice represents the User's acceptance.

13 ACCESS TO PASSWORD PROTECTED SECTIONS

The Site's security sections are password-protected and are limited to duly authorized Users. Best Doctors will take necessary measures against anyone who acts illegally to access said sections.

14 EXTERNAL LINKS: ACCEPTANCE OF LINKS

Best Doctors may provide links to other Internet sites or resources and allow others to post links to other Internet sites or resources on certain public boards. These links are being provided for convenience and informational purposes only; they do not constitute an endorsement or approval by Best Doctors.

The User must keep in mind that the links to the sites may be provided from other sites, whether known or unknown to Best Doctors. Best Doctors takes no responsibility for the accuracy, legality, or content of the external site or subsequent links.

15 LIMITATION OF LIABILITY

Best Doctors does not assume any responsibility that derives from any direct or indirect damage or loss generated or in any way related to the access or use of the Sites (even when Best Doctors has known about the possibility of damage), including damages caused by viruses. Similarly, Best Doctors will not be responsible for the User's Personal Data when they share it with hospitals, doctors, or any other service provider outside Best Doctors.

16 GENERAL INDEMNITY

The User agrees to hold Best Doctors and its affiliated companies, officers, directors, employees, volunteers, licensors, and suppliers harmless from any liability arising from a claim concerning their access, use, or inability to access or use our Site or those who are linked. If service, equipment, or data repair is required due to the use of the material present on the Site, the User will assume all the related expenses.

17 USE OF INFORMATION

Best Doctors will not sell, trade, or share personal information about our financial donors or send emails to our donors on behalf of other organizations unless a donor has given us specific permission to do so.

If the User provides personal information to Best Doctors when visiting our Site, we may use their information in our programs and activities, enter their name in one of our databases to communicate and obtain their opinion, or request contributions.

The User may contact Best Doctors to update their information or make corrections by calling 1.305.269.2521 or sending an email message to jcascente@bestdoctorsinsurance.com.

18 VIOLATION OF TERMS AND CONDITIONS

Best Doctors reserves the right to take the necessary legal action to remedy any violation of the terms and conditions indicated in these Terms of Use, including restricting access to certain Internet users.

19 CONFLICT RESOLUTION

User agrees that the statute of limitations for filing any claim against Best Doctors is one (1) year from the date the claim arose, and any claim not filed within that time will be deemed void.

The User and Best Doctors agree to resolve amicably any dispute arising from these Terms of Use. If those efforts are unsuccessful, the User and Best Doctors agree not to initiate litigation until they attempt to resolve the dispute through mediation. The User and Best Doctors can start the mediation process before written notification to the other party thirty (30) days in advance. The mediation expenses will be financed equally by the User and Best Doctors. The dispute mediation will be completed within fifteen (15) days from the initiation of the process unless the User and Best Doctors agree to extend the time, or the mediator declares that the User and Best Doctors are at a standstill.

However, if Best Doctors believes that immediate preventive measures are required to protect its rights, Best Doctors can invoke direct powers before a competent court of law without complying with the mediation process requirement.

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MISCELLANEOUS

If any provision of these Terms of Use is considered illegal, invalid, or unenforceable, it will be excluded from these Terms of Use and will not affect the legality, validity, or enforceability of the remaining provisions.

The failure of Best Doctors to enforce any particular term in these Terms of Use should not be construed as a waiver of any of our rights.

These Terms of Use have been written in English, and it will be the prevailing language in which they will be interpreted following the traditional meaning of words and phrases in the United States of America. Spanish and Portuguese versions are offered as a courtesy.