

# TERMS AND CONDITIONS OF USE

Thank you for visiting our website. If you want to use [assetadvisoryservice.com](http://assetadvisoryservice.com), you must agree to conform to and be legally bound by the terms and conditions described below.

**IF YOU DISAGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT USE THIS WEBSITE.**

## MINORS

We do not provide services or sell products to children. If you are below the age of 18, you may use our website only with the permission and active involvement of a parent or legal guardian. If you are a minor, please do not provide us or other website visitors with any personal information.

## PRIVACY POLICY IS PART OF THESE TERMS AND CONDITIONS

Our privacy policy is part of, and subject to, these terms and conditions of use. You may view our privacy policy on [assetadvisoryservice.com/privacy-policy/](http://assetadvisoryservice.com/privacy-policy/).

## MODIFICATIONS AND TERMINATIONS

These terms and conditions may change from time to time. If such changes are made, they will be effective immediately, and we will notify you by a notice posted on our website's home page of the changes that have been made. If you disagree with the changes that have been made, you should not use our website.

We may terminate these terms and conditions of use for any reason and at any time without notice to you.

If you are concerned about these terms and conditions of use, you should read them each time before you use our website. Any questions or concerns should be brought to our attention by sending an e-mail to [Jay.hines@jayhinesagency.com](mailto:Jay.hines@jayhinesagency.com) and providing us with information relating to your concern.

## LICENSEE STATUS

You understand and agree that your use of our website is limited and non-exclusive as a nontransferable revocable licensee. We may terminate your license to use our website, and access to our website, for any reason, and without giving you notice.

## CONTENT OWNERSHIP

All content on our website is owned by us or our content suppliers. On behalf of ourselves and our content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not allowed to infringe upon those rights. We will prosecute to the fullest extent of the law anyone who attempts to steal our property.

You agree not to copy content from our website without our permission. Any requests to use our content should be submitted to us by e-mail to

[jay.hines@jayhinesagency.com](mailto:jay.hines@jayhinesagency.com)

If you believe that your intellectual property rights have been infringed upon by our website content, please notify us by sending an e-mail to

[jay.hines@jayhinesagency.com](mailto:jay.hines@jayhinesagency.com) or by sending mail to us at the address listed

below. Please describe in detail the alleged infringement, including the factual and legal basis for your claim of ownership.

## DISCLAIMERS AND LIMITATIONS OF LIABILITY

The information on our website is provided on an "as is," "as available" basis.

You agree that your use of our website is at your sole risk. We disclaim all warranties of any kind, including but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that our website will always be available, access will be uninterrupted, be error-free, meet your requirements, or that any defects in our website will be corrected. Information on our website should not necessarily be relied upon and should not to be construed to be professional advice from us. We do not guarantee the accuracy or completeness of any of the information provided, and is not responsible for any loss resulting from your reliance on such information.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to discontinue using the site.

Under no circumstances will we be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our website, your website use, or the content, even if advised of the possibility of such damages.

Our total liability for any claim arising out of or relating to our website shall not exceed one hundred (\$100) dollars and that amount shall be in lieu of all other remedies which you may have against us or our affiliates. Any such claim shall be subject to confidential binding arbitration as described later in these terms and conditions of use.

## **OBSCENE AND OFFENSIVE CONTENT**

We are not responsible for any obscene or offensive content that you receive or view from others while using our website. However, if you do receive or view such content, please contact us by e-mail to

[jay.hines@jayhinesagency.com](mailto:jay.hines@jayhinesagency.com) so that we can investigate the matter.

Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our website.

## **INDEMNIFICATION**

You understand and agree that you will indemnify, defend and hold us and our affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from your use of our website or your violation of these terms and conditions.

## **COMPLIANCE WITH GOVERNING LAW AND DISPUTE RESOLUTION**

You agree to obey all applicable laws while using our website.

You agree that the laws of Ohio govern these terms and conditions of use without regard to conflicts of law's provisions.

You also agree that any dispute between you and us, excluding any intellectual property right infringement claims we pursue against you, shall be settled solely by confidential binding arbitration per the American Arbitration Association commercial arbitration rules. All claims must arbitrate on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. All arbitration must occur in Lee, FL,

USA. Each party shall bear one half of the arbitration fees and costs incurred, and each party is responsible for its own lawyer fees.

## **SEVERABILITY OF THESE TERMS AND CONDITIONS**

If any part of these terms and conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

## **HOW TO CONTACT US**

Any questions or concerns about these terms and conditions of use should be brought to our attention by e-mail to [jay.hines@jayhinesagency.com](mailto:jay.hines@jayhinesagency.com) and providing us with information relating to your concern.

You may also mail your concerns to us at the following address:

Jay A. Hines Insurance Agency, LLC

1281 Pepper LN

Marysville, OH 43040

USA

## **ENTIRE AGREEMENT**

These terms and conditions, including the policies incorporated herein by express reference, constitute your entire agreement with us with respect to your use of our website.

This Terms and Conditions of Use was last updated on 01-01-2024.

# PRIVACY POLICY

Effective Date: January,01,2024

## HOW WE PROTECT YOUR PRIVACY

This privacy policy tells you how we collect, use, and protect your personal information. By visiting our website, you accept and agree to the terms and conditions of this privacy policy. In particular, you consent to our collection and use of your personal information as described in this privacy policy. Jay A. Hines Insurance Agency also referred to as (“Company”) owns and operates this website: jayhinesagency.com. All references to “we”, “us”, this “website” or this “site” shall be construed to mean Company.

## POLICY MODIFICATION

We reserve the right to modify this Privacy Policy at any time, and without prior notice, by posting an amended Privacy Policy that is always accessible by clicking on the “Privacy Policy” link on this site’s home page. Your continued use of this site indicates your acceptance of the amended Privacy Policy.

## MINORS

We do not provide services or sell products to children. If you are below the age of 18, you may use our website only with the permission and active involvement of a parent or legal guardian. If you are a minor, please do not provide us or other website visitors with any personal information.

## POLICY IS PART OF OUR TERMS AND CONDITIONS OF USE

Our privacy policy is part of, and subject to, our website’s terms and conditions of use. You may view these terms and conditions on our website.

## THE TYPE OF INFORMATION WE COLLECT FROM YOU

Like most places on the Internet, simply by visiting our website you automatically tell us certain information. This includes basic information such as your IP address, when you visited, the website from where you came prior to visiting us, the website where you go when you leave our website, your computer's operating system, and the type of web browser that you are using. Our website automatically records this basic information about you. And like many other websites, we may use cookies. In plain English, this means information that our website's server transfers to your computer. This information can be used to track your session on our website. Cookies may also be used to customize our website content for you as an individual. If you are using one of the common Internet web browsers, you can set up your browser to either let you know when you receive a cookie or to deny cookie access to your computer.

We may also collect any data that you provide us by posting it at our website or by e-mail. You can always choose not to provide us with information. However, if you do withhold information, we may deny you access to some or all of our website's services and features.

Some transactions between you and our website may involve payment by credit card, debit card, checks, money orders, and/or third-party online payment services. In such transactions, we will collect information related to the transaction as part of the course of doing business with you, including your billing address, telephone number, and other information related to the transaction.

We collect personal information from all communications with site visitors including without limitation, text messages, faxes, telephone calls, and regular "snail mail", as well as from third-party outside sources including database vendors.

We reserve the right to monitor your use of this site. As you navigate through this site, Usage Data may be passively collected (that is, gathered without your actively providing the information) using various analytics and reporting technologies, such as cookies and web beacons.

## WHAT WE DO WITH YOUR INFORMATION

We use your information to operate our website's business activities. For example, we may use this data to contact you about changes to our website, new services, or special offers, resolve disputes, troubleshoot issues, and enforce our website's terms and conditions.

As a general rule, we will not give your data to third parties without your permission. However, there are some important exceptions to this rule that are described in the following paragraphs. We may, in our sole discretion, provide information about you to law enforcement or other government officials for purposes of fraud investigations, alleged intellectual property infringement, or any other suspected illegal activity or matters that may expose us to legal liability.

Although we do not disclose individually identifiable information, we may disclose aggregate data about our website's visitors to advertisers or other third parties for marketing and promotional purposes.

From time to time, we may use third party suppliers to provide services on our website. If a supplier wants to collect information about you, you will be notified. However, you will never be required to give information to a third-party supplier. We restrict the way third-party suppliers can use your information. They are not allowed to sell or give your information to others.

### Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

## USER NAMES AND PASSWORDS

Your access to parts of our website may be protected by a user name and a password. Do not give your password to anyone. If you enter a section of our website that requires a password, you should log out when you leave. As a safety precaution, you should also close out of your web browser completely and re-open it before viewing other parts of the Internet.

## YOUR USE OF INFORMATION AND UNSOLICITED JUNK E-MAIL

If you obtain personally identifiable information about another website user, you are not allowed to disclose this information to anyone else without the consent of the user and our consent too.

We hate junk e-mail (Spam). Information you obtain from our website about us or other site users cannot be used by you or others to send unsolicited commercial e-mail or to send unsolicited commercial communications via our website's posting or other communication systems.

## YOUR VOLUNTARY DISCLOSURE OF INFORMATION TO THIRD PARTIES WHO ARE NOT OUR SUPPLIERS

You may choose to provide personal information to website visitors or other third parties who are not our suppliers. Please use caution when doing so. The privacy policies and customs of these third parties determine what is done with your information.

## EMAIL AND TEXT MESSAGE COMMUNICATIONS

If you wish to stop receiving text messages from us, reply STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE to any text message sent from us.

SMS opt-in and phone Numbers for the purpose of SMS will not be shared with third parties and affiliates for marketing purposes.

## AUTORESPONDERS

We may use autoresponders to communicate with you by e-mail. To protect your privacy, we use a verified opt-in system for such communications and you can always opt-out of such communications using the links contained in each autoresponder message. If you have difficulties opting out, you may contact us by sending an e-mail to [info\[at\] assetadvisoryservice.com](mailto:info@assetadvisoryservice.com), or sending us mail to the address listed below.



## POLICY CHANGES

The terms of this policy may change from time to time. If such changes are made, we will notify you by a notice posted on our website's home page of the changes that have been made. If you disagree with the changes that have been made, please contact us by e-mail, using a website contact form, and any changes made to this policy will not apply to information we have collected from you prior to making the changes.

If you are concerned about the topic covered by this policy, you should read it each time before you use our website. Any questions or concerns about this policy should be brought to our attention by sending an e-mail to:

[jay.hines@jayhinesagency.com](mailto:jay.hines@jayhinesagency.com) and provide information relating to your concern.

You may also mail your concerns to us at the following address:

Jay A. Hines Insurance Agency, LLC 1281 Pepper LN  
Marysville, OH 43040 USA

## CALIFORNIA PRIVACY RIGHTS

If you are a California resident and our customer, Cal. Civ. Code § 1798.83 permits you to request certain information about our disclosure of personal information on third parties for their direct marketing purposes.

To request this information, please send an e-mail:

[jay.hines@jayhinesagency.com](mailto:jay.hines@jayhinesagency.com)

Or

Write us at the following address:

Jay A. Hines Insurance Agency, LLC  
1281 Pepper LN  
Marysville, OH 43040 USA

This privacy policy was last updated on 10-23-2024