

TERMS AND CONDITIONS

Last updated February 04, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Andrea Krohn Agency ("Company," "we," "us," "our"), a company registered in Nevada, United States at 9067 W Post Road, Suite 120C, Las Vegas, NV 89148.

We operate the website <https://andreakrohnagency.godaddysites.com/> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at 7025770880, email at akrohn@farmersagent.com, or by mail to 9067 W Post Road, Suite 120C, Las Vegas, NV 89148, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Andrea Krohn Agency, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by akrohn@farmersagent.com, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPPA), Federal Information Security Management Act (FISMA, etc.), so if your interactions would be subjected to such laws you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

INTELLECTUAL PROPERTY RIGHTS'

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Service, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services “AS IS” for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the “PROHIBITED ACTIVITIES” section below, we grant you a on-exclusive, non-transferable, revocable license to:

- Access the Services; and
- Download or print a copy of any portion of the Content to which you have properly gained access,

Solely for your personal, non-commercial use of internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: akrohn@farmersagent.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions

Please review this section and the “PROHIBITED ACTIVITIES” section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any questions, comment, suggestion, idea, feedback, or other information about the Services (“Submissions”), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled

to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- Confirm that you have read and agree with our “PROHIBITED ACTIVITIES” and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening, to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.
- To the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- Warrant that any such Submission are original to you or that you have the necessary rights and license to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- Warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party’s intellectual property rights, or (d) applicable law.

USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not sue the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current or incomplete we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. All payments shall be in US dollars.

PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

User Generated Contributions

The Services does not offer users to submit or post content.

CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

GUIDELINES FOR REVIEWS

We may provide you with an area on the Services to leave reviews or ratings. When posting a review you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain profanity, or abusive, racist, offensive or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activities; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews even if anyone considers reviews objectionable

or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicenseable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

PRIVACY POLICY

We care about data privacy and security. Please review our [Privacy Policy](#). By Using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms.

TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any

information on our Services. We also reserve the right to modify or discontinue all or parts of the Services with notice.

We cannot guarantee the Services will be available at all times. We may experience hardware, software or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays or errors.

GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Nevada applicable to agreements made and to be entirely performed within the State of Nevada without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a “dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in United States, Nevada, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

If this provision is found to be illegal and unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (d) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

DISCLAIMER

The services are provided on an as-is and as-available basis. You agree that your use of the services will be at your sole risk. To the fullest extent permitted by law we disclaim all warranties expressed or implied, in connection with the services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the services content or the content of any websites or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, (3) any unauthorized access to or use of our secure servers and/or financial information stored therein (4) any interruption or cessation of transmission to or from the services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services, any hyperlinked website or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of product or service through any

medium or in any environment, you should use your best judgement and exercise caution where appropriate.

LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the services, even if we have been advised of the possibility of such damages.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of the third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that is related to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

SMS TEXT MESSAGING

- **Consent for SMS Communications:** SMS opt-in consent or phone numbers collected for SMS purposes will NOT be shared with third parties or affiliates for marketing purposes
- **Types of SMS Communications:**
 - Clients: updates regarding policy, payments due, sending ID cards for policy, and anything with policy servicing of existing policies
 - Potential clients: sending them requested quotes for insurance for both home and auto
- **Standard Messaging Disclosures:** Message and data rates may apply. You can opt-out at any time by texting 'STOP.' For assistance, text 'HELP' or visit our [Privacy Policy](#)

Message Frequency:

Message frequency may vary depending on the type of communication. For example, you may receive up to 2 SMS messages per week related to your [appointments/billing, etc.].

Example:

"Message frequency may vary. You may receive up to 2 SMS messages per week regarding your appointments or account status."

Potential Fees for SMS Messaging:

Please note that standard message and data rates may apply, depending on your carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

Opt-In Method:

You may opt-in to receive SMS messages from Andrea Krohn Agency in the following ways:

- Verbally, during a conversation
- They message us first

Opt-Out Method:

You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you can contact us directly to request removal from our messaging list.

Help:

If you are experiencing any issues, you can reply with the keyword HELP. Or, you can get help directly from us at akrohn@farmersagent.com

Additional Options:

- If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms.

CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Andrea Krohn Agency
9067 W Post Rd Ste 120C
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<https://andreakrohnagency.godaddysites.com/>
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