Terms and Conditions of Use

Last updated: June 25, 2025

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1. Acceptance of the Terms

By accessing or using marivalinsurance.com (the **"Site"**), you (**"User"**) agree to be bound by these Terms and Conditions of Use (**"Terms"**). If you do not agree with any part of these Terms, you must refrain from using the Site.

2. Definitions

- **Marival Insurance** (**"the Company," "we," "our," or "us"**): Marival Insurance LLC, an insurance agency located at 8000 NW 7th St Suite 202, Miami, FL 33126.
- **Content:** All information, text, graphics, user interfaces, source code, photographs, videos, trademarks, and logos available on the Site.
- **Services:** Information about health, life, accident, vision, dental, and other supplemental insurance coverages; preliminary quotes; contact forms; appointment scheduling; and related electronic communications.

3. Scope and Jurisdiction

The Site is controlled and operated from the State of Florida, USA. Its use is governed by U.S. federal law and the laws of the State of Florida, without regard to conflict-of-law principles.

4. Services Provided and Limitations

The Site offers **general information** and **preliminary quotes** for insurance products. Such information:

1. Does not constitute legal, tax, or medical advice, nor a binding offer of a policy.
2. May vary based on your eligibility, state of residence, and final approval by the insurer.
3. Is updated periodically and may change without notice.

Data Accuracy Warning: Quotes depend on the information supplied by the User. Incomplete or incorrect data may affect the accuracy of the results.

5. Licenses and Geographic Limitations

Marival Insurance holds agency and producer licenses in certain U.S. jurisdictions. We do not warrant that the products described are available or appropriate outside those jurisdictions.

6. Site Use Restrictions

The User agrees **NOT** to:

- Sell, lease, sublicense, distribute, or commercially exploit the Site or its Content without prior authorization.
- Copy, decompile, reverse engineer, or create derivative works from the Site's source code or materials.
- Use scraping, robots, spiders, or other automatic means to access the Site without express permission.
- Interfere with the Site's security, integrity, or operation, or overload its infrastructure.
- Submit illegal, defamatory, obscene, discriminatory content, or content that infringes third-party rights.

Violation may result in immediate suspension or termination of access, without prejudice to legal action.

7. User-Generated Content and Feedback

By submitting comments, suggestions, forms, or materials to the Site (excluding personal information protected by our Privacy Policy), you grant Marival Insurance a worldwide, irrevocable, royalty-free, non-exclusive license to use, reproduce, display, and transmit such content for any legitimate purpose. You agree **not** to submit content that:

- Is racist, defamatory, threatening, or promotes illegal activity;
- Contains violence, nudity, or adult material;
- Infringes copyrights, trademarks, trade secrets, or privacy rights of others;
- Constitutes spam or unsolicited mass communications.

8. User Eligibility and Representations

By using the Site, you represent and warrant that:

1. You are at least 18 years old (or at least 13 with parental consent).
2. You have legal capacity to enter into this agreement.
3. You will provide truthful, complete, and up-to-date information.
4. You will not impersonate another person or engage in fraudulent activity.

9. No Professional Advice

The Content is for informational purposes only and does not replace guidance from a licensed agent or medical/financial professionals. Consult a qualified specialist before making decisions.

10. Intellectual Property

All Content is owned by Marival Insurance or its licensors and is protected by copyright, trademark, and international treaties. Users receive a limited, non-exclusive, non-transferable

license to view and download Content solely for personal, non-commercial use, provided it is unmodified and proprietary notices are preserved.

11. Privacy and Security

Personal data processing is governed by our **Privacy Policy**. The Company employs reasonable measures to safeguard information; however, Internet transmissions are never completely secure.

12. Consent to Electronic, Telephone, and SMS Communications

By providing your email, phone, or interacting with our forms, you consent to receive:

- **Conversational messages** related to appointment reminders, policy updates, or direct responses to your inquiries **(up to 6 messages per month, average 1-2)** that may utilize automated dialing systems or prerecorded/AI voices.

Message and data rates may apply. Your mobile information will not be shared with third parties or affiliates for marketing or promotional purposes under any circumstances. **Consent is not a condition of purchase.** To opt out, text **STOP**; for help, text **HELP** or call us. Please notify us promptly if your phone number changes.

13. Third-Party Links and Products

The Site may display links or information about third-party products/services. Marival Insurance makes no warranties regarding availability, rates, coverages, or licensing of third parties and assumes no liability for losses arising from their use. You are responsible for verifying any external provider's suitability and licensing.

14. Disclaimer of Warranties ("AS-IS")

The Site and Content are provided **"as is"** and **"as available."** Marival Insurance disclaims all express or implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow exclusions of warranties; where they apply, liability is limited to the minimum permitted by law.

15. Limitation of Liability

Marival Insurance shall not be liable for direct, indirect, incidental, special, or consequential damages arising from access to or use of the Site, even if advised of the possibility. Where limitations are restricted by law, our aggregate liability shall not exceed **USD 100**.

16. Release

User releases and forever discharges Marival Insurance, its officers, and agents from any claim arising directly or indirectly from use of the Site or interactions with external sites.

17. Indemnification

You agree to defend, indemnify, and hold harmless Marival Insurance and affiliates from any claim, damage, or expense (including reasonable legal fees) arising from: (i) content submitted by you; (ii) breach of these Terms; or (iii) violation of applicable laws.

18. Modifications

We may update these Terms at any time. We will post the revised version on the Site and indicate its effective date. Continued use of the Site after changes constitutes acceptance.

19. Dispute Resolution and Jurisdiction

The parties will attempt to resolve any dispute through good-faith negotiation. Failing resolution, the state or federal courts of **Miami-Dade County, Florida** shall have exclusive jurisdiction. (This may be replaced by an arbitration clause if adopted in the future.)

20. Severability and Waiver

If any provision is held invalid, the remaining provisions remain in force. Failure to exercise a right does not constitute a future waiver.

21. Statute of Limitations

Any legal action related to the Site must be filed within **one (1) year** of the cause of action.

22. Contact

For questions about these Terms:

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