

TERMS AND CONDITIONS

AGA Insurance, Inc.

agaii.com | Kingston, Tennessee

Effective Date: July 31, 2026

These Terms and Conditions ("Terms") govern your access to and use of the website located at **agaii.com** (the "Site"), operated by **AGA Insurance, Inc.** ("AGA Insurance," "we," "us," or "our"), an independent insurance agency located in Kingston, Tennessee. By accessing or using the Site in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. **If you do not agree to these Terms, please do not access or use the Site.**

1. Acceptance of Terms

By accessing or using agaii.com, you represent and confirm that you have read, understood, and agree to be bound by these Terms and Conditions and all applicable laws and regulations, including but not limited to applicable federal, state, and local laws. These Terms apply to all visitors, users, and others who access or use the Site, regardless of the manner in which access is obtained. If you are accessing the Site on behalf of an organization or entity, you represent and warrant that you have the authority to bind that organization to these Terms.

Your continued use of the Site following the posting of any changes to these Terms constitutes acceptance of those changes. AGA Insurance, Inc. reserves the right to enforce these Terms to the fullest extent permitted by applicable law.

2. Description of Services

agaii.com is an informational website for AGA Insurance, Inc., an independent insurance agency located in Kingston, Tennessee. The Site is designed to provide general information about insurance products and services offered by or through the agency, as well as contact information and resources for prospective and existing clients.

Nothing on the Site constitutes a binding insurance contract, quote, offer, or commitment to provide insurance coverage of any kind. All insurance products and services referenced on or through the Site are subject to underwriting review and approval, eligibility determinations, and the specific terms, conditions, exclusions, and limitations set forth in the applicable insurance policy issued by the relevant insurer. The availability of any insurance product or service is not guaranteed and may vary based on individual circumstances, location, and applicable law.

3. Acceptable Use

You agree to use the Site only for lawful purposes and in a manner that does not infringe upon the rights of any other person or entity or restrict or inhibit the use and enjoyment of the Site by any third party. The following uses are expressly prohibited:

- Using the Site in any way that violates applicable federal, state, or local laws or regulations, including but not limited to laws governing data privacy, intellectual property, consumer protection, or insurance;
- Transmitting, distributing, or submitting any unsolicited or unauthorized advertising, promotional material, spam, chain letters, or any other form of solicitation;
- Attempting to gain unauthorized access to any portion or feature of the Site, or any other system or network connected to the Site, through hacking, password mining, or any other illegitimate means;

- Engaging in any conduct that restricts, inhibits, disrupts, or interferes with any other user's ability to use or enjoy the Site;
- Introducing, uploading, or transmitting any viruses, Trojan horses, worms, logic bombs, ransomware, or other malicious or technologically harmful code or material;
- Using any automated tools, bots, scrapers, crawlers, or data harvesting programs to collect, extract, or aggregate data from the Site without the express prior written permission of AGA Insurance, Inc.;
- Impersonating any person or entity, or otherwise misrepresenting your identity, affiliation, or relationship with any person or entity;
- Collecting or storing personal data about other users of the Site without their express consent; or
- Using the Site for any commercial purpose or for any public display, reproduction, or distribution without the express prior written consent of AGA Insurance, Inc.

AGA Insurance, Inc. reserves the right, in its sole discretion, to terminate or restrict access to the Site for any user who violates any of the provisions set forth in this Section, or for any other reason deemed appropriate, without prior notice or liability.

4. Intellectual Property

All content on the Site — including but not limited to text, graphics, logos, images, icons, data compilations, software, page layouts, and the overall "look and feel" of the Site — is the property of AGA Insurance, Inc. or its respective content suppliers and is protected by United States copyright, trademark, trade dress, and other applicable intellectual property laws and international conventions. All rights are reserved.

The AGA Insurance, Inc. name, logo, and all related names, logos, product and service names, designs, slogans, and other distinctive brand features are trademarks or registered trademarks of AGA Insurance, Inc. or its affiliates. You may not use any such marks without the express prior written permission of AGA Insurance, Inc. Unauthorized use of any

trademark or trade name belonging to AGA Insurance, Inc. may constitute trademark infringement and unfair competition in violation of state and federal laws.

Subject to your compliance with these Terms, AGA Insurance, Inc. grants you a limited, non-exclusive, non-transferable, revocable license to access and view the Site solely for your personal, non-commercial informational purposes. No content on the Site may be reproduced, distributed, transmitted, displayed, published, modified, adapted, sold, reused, or used for public or commercial purposes without the express prior written permission of AGA Insurance, Inc. Any unauthorized use immediately and automatically terminates the license granted herein.

5. Disclaimers

THE FOLLOWING DISCLAIMERS ARE AN ESSENTIAL PART OF THESE TERMS. PLEASE READ THEM CAREFULLY.

5.1 No Insurance or Professional Advice. The content provided on agaii.com is intended for general informational purposes only and does not constitute professional insurance, legal, financial, tax, or other professional advice of any kind. Nothing on the Site should be construed as creating an insurance agent-client relationship or any other advisory relationship. Users should consult a duly licensed insurance professional or other qualified advisor for advice specific to their individual circumstances, needs, and objectives.

5.2 No Guarantees of Coverage. Any information presented on the Site regarding insurance products, coverages, premiums, or availability is provided for general reference only and is subject to change at any time without notice. Such information does not constitute a guarantee, offer, or warranty of the availability, terms, conditions, exclusions, or pricing of any specific insurance product or policy. All coverages are subject to the terms and conditions of the applicable policy and underwriting approval.

5.3 Accuracy of Information. While AGA Insurance, Inc. endeavors to keep the information on the Site accurate, current, and complete, we make no representations or

warranties of any kind, express or implied, regarding the completeness, accuracy, reliability, suitability, timeliness, or availability of the information, products, services, or related materials contained on the Site for any purpose. Any reliance you place on such information is strictly at your own risk. AGA Insurance, Inc. expressly disclaims any duty or obligation to update information contained on the Site.

5.4 As-Is Basis. THE SITE AND ALL CONTENT, INFORMATION, MATERIALS, AND SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AGA INSURANCE, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AGA INSURANCE, INC. DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AGA INSURANCE, INC., ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES — INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, BUSINESS, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES — ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE OR ANY CONTENT, INFORMATION, OR MATERIALS CONTAINED THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF AGA INSURANCE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL AGA INSURANCE, INC.'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00 USD).

Some jurisdictions do not allow the exclusion or limitation of certain warranties, conditions, or liabilities. Accordingly, some of the above limitations may not apply to you to the extent they are prohibited or restricted by the laws of your applicable jurisdiction. In such jurisdictions, AGA Insurance, Inc.'s liability shall be limited to the greatest extent permitted by applicable law.

7. Privacy Policy Reference

Your use of the Site is also governed by the AGA Insurance, Inc. Privacy Policy ("Privacy Policy"), the terms of which are incorporated into and made a part of these Terms by this reference. The Privacy Policy describes how AGA Insurance, Inc. collects, uses, processes, stores, and shares information when you visit agaii.com and interact with the Site. By using the Site, you consent to the data collection and use practices as described in the Privacy Policy.

AGA Insurance, Inc. encourages all users to review the Privacy Policy carefully and regularly, as it may be updated from time to time. The Privacy Policy is available on the Site. In the event of any conflict between the Privacy Policy and these Terms, these Terms shall control except where the Privacy Policy provides additional rights to you.

8. Third-Party Links

The Site may, from time to time, contain hyperlinks to third-party websites, platforms, or other online resources that are not owned, operated, or controlled by AGA Insurance, Inc. These links are provided solely for the convenience and informational benefit of users and do not constitute an endorsement, sponsorship, recommendation, or approval by AGA

Insurance, Inc. of any third-party website, its operator, or any products, services, or content available thereon.

AGA Insurance, Inc. has no control over, and assumes no responsibility or liability for, the content, accuracy, privacy practices, data handling, terms of use, security, or availability of any third-party websites or resources. You acknowledge and agree that AGA Insurance, Inc. shall not be responsible or liable, directly or indirectly, for any damage, loss, or harm — actual or alleged — caused by or in connection with your use of or reliance on any content, goods, services, or materials available on or through any such third-party websites.

Users are strongly encouraged to review the terms of service and privacy policies of any third-party websites they visit, before providing any personal information or engaging in any transactions on such sites.

9. Modifications to the Site and Terms

AGA Insurance, Inc. reserves the right, in its sole discretion, to modify, update, suspend, restrict, or discontinue the Site or any portion or feature thereof at any time, with or without notice, and without incurring any obligation or liability to you or any third party as a result of such action.

AGA Insurance, Inc. also reserves the right to update, revise, or otherwise modify these Terms at any time. Any changes to these Terms will become effective immediately upon posting to the Site. The "Effective Date" displayed at the top of this page will be updated to reflect the date on which the most recent version of the Terms became effective.

Your continued access to or use of the Site after any such changes have been posted constitutes your acceptance of and agreement to the revised Terms. It is your responsibility to review these Terms regularly to stay informed of any updates. If you do not agree to the revised Terms, you must immediately cease using the Site.

10. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the **State of Tennessee**, without giving effect to any choice-of-law or conflict-of-law rules or provisions that would cause the application of the laws of any other jurisdiction.

Any legal action, suit, or proceeding arising out of, relating to, or in connection with these Terms or your access to or use of the Site shall be brought exclusively in the state courts of Roane County, Tennessee, or, if federal jurisdiction exists, in the United States District Court for the Eastern District of Tennessee. Each party hereby irrevocably submits to the personal jurisdiction and venue of such courts for the purpose of litigating any such action and waives any objection to the laying of venue of any such proceeding in such courts.

AGA Insurance, Inc. is licensed to conduct insurance business in the State of Tennessee and operates in full compliance with all applicable regulations promulgated by the Tennessee Department of Commerce and Insurance ("TDCI"). Nothing in these Terms shall be construed to limit or supersede any rights or obligations established by Tennessee insurance law or TDCI regulations.

11. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless AGA Insurance, Inc. and its officers, directors, members, employees, agents, licensors, service providers, successors, and assigns from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in any way connected with:

1. your access to or use of the Site, or any content or services available through the Site;
2. your violation of any provision of these Terms;
3. your violation of any applicable federal, state, or local law or regulation; or

4. your infringement or misappropriation of any intellectual property right, privacy right, or other right of any third party.

AGA Insurance, Inc. reserves the right to assume exclusive control of the defense of any matter subject to indemnification by you, in which case you agree to cooperate fully with AGA Insurance, Inc. in asserting any available defenses. You may not settle any claim subject to indemnification under this Section without the prior written consent of AGA Insurance, Inc.

12. Severability

If any provision of these Terms is found to be invalid, unlawful, void, or for any reason unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be deemed severed from these Terms to the minimum extent necessary to make the remaining provisions enforceable. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of these Terms, all of which shall remain in full force and effect. The severed provision shall be replaced by a valid and enforceable provision that most closely reflects the intent of the original provision to the extent permitted by applicable law.

13. Entire Agreement

These Terms and Conditions, together with the AGA Insurance, Inc. Privacy Policy and any other legal notices, policies, or disclosures published by AGA Insurance, Inc. on or through the Site, constitute the entire agreement between you and AGA Insurance, Inc. with respect to the subject matter hereof — namely, your access to and use of the Site — and supersede all prior and contemporaneous agreements, understandings, communications, representations, and warranties, whether oral or written, between you and AGA Insurance, Inc. relating to such subject matter.

No oral statements, representations, or agreements made by any employee, agent, or representative of AGA Insurance, Inc. shall alter or amend the terms of this agreement unless made in writing and duly executed by an authorized representative of AGA Insurance, Inc. Any waiver by AGA Insurance, Inc. of any provision or right under these Terms shall not be construed as a waiver of any other provision or right, and shall not constitute a continuing waiver.

14. Contact Information

If you have any questions, concerns, or comments regarding these Terms and Conditions, or if you wish to request permissions not expressly granted herein, please do not hesitate to contact us using the information below. We welcome your inquiries and will endeavor to respond in a timely and helpful manner.

AGA Insurance, Inc.

Kingston, Tennessee, United States

Website: agaii.com

Email: info@agaii.com

Phone: 865-717-6737

Note: These Terms and Conditions are effective as of **July 31, 2026**. AGA Insurance, Inc. reserves the right to modify these Terms at any time. Users are encouraged to check this page regularly for any updates. Continued use of the Site following any modifications constitutes acceptance of the revised Terms.

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