

WEBSITE TERMS OF USE AND PURCHASE

Welcome to our website. This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review carefully.

If you do not agree to these terms and conditions, do not use this Site.

IMPORTANT - READ CAREFULLY: This Website Terms of Use and Purchase Agreement (the "Agreement") is a legal contract between you ("you" or "your") and InsureMyEquipment.com, a division of Heffernan Insurance Brokers ("we", "us" or "our"). By accessing Site content, registering and utilizing an account through the Site, or purchasing insurance product through the Site, you agree to be bound by the terms and conditions of this Agreement, including without limit our privacy policies and the warranty disclaimers and limitations of liability provisions below (the "Terms"). If this Agreement is amended in any way that departs from these standard terms and prices, a manual signature will be required.

AGREEMENT MODIFICATION

We reserve the right to modify this Agreement at any time upon posting of the modified Agreement on the Site. Any such modifications shall be effective immediately. You should visit this Site and periodically review this Agreement to determine if any changes have been made. Your continued use of this Site after any such changes have been made signifies and shall be deemed your unconditional acceptance of the revised Agreement.

LICENSE, SITE ACCESS & USE LIMITATION

We grant you a limited, revocable and nonexclusive license to access and make personal use of the website, InsureMyEquipment.com, and its related pages and contents (whether publically available or restricted to registered users) (the "Site"). The use of the Site is limited to learning about us and our products, obtaining price quotations and property and casualty insurance coverage, utilizing our services, and browsing and managing your existing insurance applications, policy(ies) and claims for which we are providing services (altogether, the "Approved Uses").

The content and information on the Site (including without limit price and availability of products or services), as well as the infrastructure used to provide such content and information (the "System"), are proprietary to us. Accordingly, as a condition of using this Site, you agree not to use the Site for any purpose (direct or indirect) other than the Approved Uses. Republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use of the Site or Site content is not an Approved Use. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

YOUR LOGIN ACCOUNT

Before you are authorized to access content on the Site restricted to registered users, by logging in to the secure portal to make purchases or otherwise access, review, download or enter information, we reserve the right to conduct checks and verifications to ensure that you have authority to perform such actions in regard to our products or services. By clicking "Log On" and initiating the process of being issued login credentials, you consent to our requesting and reviewing credit and other background check information for verification purposes. Upon approval, we may issue you an "Account", with a unique Client ID and Client PIN #, and activate your login credentials. On first use of the secure portal portion of the Site, you will be required to enter online profile information in the Login Registration pages, where you may be invited to create your own USERNAME and PASSWORD.

By registering on our Site, you agree to provide current and accurate information about yourself as prompted by the Login Registration pages, and you agree to maintain and promptly update your online profile information in order to keep it accurate and current. You warrant that you or your designated agent(s) are at least 18 years of age and possess the legal authority to enter into this Agreement and to use this Site in accordance with all terms and conditions herein. You also warrant that all information supplied by you, or others authorized to use your Account, is true and accurate.

You are responsible for maintaining the confidentiality of your Account details and login credentials, and for maintaining the secrecy of your Account password and restricting access to solely yourself and your designated agent(s). You agree to accept responsibility for all activities that occur under your Account (whether or not performed with your express consent). You agree to (a) immediately notify us of any unauthorized use of your Account, and (b) ensure that you properly exit from your Site session at the end of each visit.

ELECTRONIC ORDERS

In order to assure that all electronic transactions conducted while using our Site are legally valid and enforceable, as a result of the use of available electronic ordering technologies for the mutual benefit of the parties, you agree to any and all of the following.

- (a) You and we each may electronically transmit to, or receive from, the other party orders, confirmations, claim and other product-related transaction information (collectively "Documents") utilizing the System.
- (b) You and we each will each use proper security procedures reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect all personal and business records and data from improper access.
- (c) You and we each adopt as our respective signatures your and our Sender Identification which is to be affixed to or contained in each Document transmitted by such party ("Signature(s)"). You and we each agree that the respective Signature affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated the Document.
- (d) You and we each will use the security procedures required pursuant to these Terms & Conditions to protect the confidentiality of our Signatures.
- (e) Documents shall not be deemed to have been properly received by us, and no Document shall give rise to any obligation for us, until accessible to us on the computer we use for receipt of Documents hereunder. Documents shall be deemed to be properly received by you, giving rise to any related obligation for you, immediately upon posting to either the public pages, or your secure content, on the Site.
- (f) If any properly transmitted Document is received in an unintelligible, incorrect or garbled form, the receiving party shall, as reasonably possible, promptly notify the sending party, to the attention of the specific originating party if identifiable from such Document, in a reasonable manner. Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, to be a "writing" or "in writing". Any such Document when containing or to which there is affixed a Signature ("Signed Document") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business, and the parties agree not to contest the validity or enforceability of such Signed Documents under the provisions of any applicable law relating to requirements for agreements to be written or signed by the parties to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule, or the best evidence rule, on the basis that the Signed Documents were not originated or maintained in any other documentary form.

ELECTRONIC COMMUNICATIONS / NOTICES: IN GENERAL

Consent. When you visit our Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, to the email address identified by you in your then-current Site profile information, or by posting notices on the Site (your "Electronic Address"). You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Except where otherwise specifically communicated to you herein or in other communication from us, our Electronic Address includes email to InsureMyEquipment@Hefflins.com and submissions entered through the Site that contain sufficient information to identify you, the date and purpose of your communication, and your specific content.

Notices. Any notice, submission, order or other document given by you or us under this Agreement must be in writing and shall be deemed effectively given upon (a) submission to the Receiving Party's Electronic Address, or (b) deposit by pre-paid post in the U.S. mail or with a delivery service provider addressed to the location indicated on recipient's then-current Site profile information ("Physical Address"). Such communications will be deemed received by the other Party when (a) actually delivered, or (b) 24 hours after electronic transmittal, or (c) 5 days after physical mailing, whichever occurs earliest. If the deadline for physical delivery occurs on a Sunday or federal holiday, notice will be deemed to have been duly given on the next business day.

Your Information. By submitting information to us on the Site or by mail, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, and display such information with our affiliates, agents and vendors for the purpose of providing insurance coverage quotations, information, products and services to you. We also reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy. You represent and warrant that (i) you own or otherwise control all of the rights to the information you submit; (ii) the information you submit is true, complete and accurate; (iii) use of the information you supply does not violate this Agreement, infringe on the intellectual property or other rights of others, or cause injury to any person or entity; and (iv) does not contain any malicious code, virus, software or other content that could harm us or others. **You agree to indemnify and hold harmless us and our affiliates, and our respective partners, agents and employees, for any and all liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.** We take no responsibility and assume no liability for any information posted by you or any third party on the Site.

NOTICES / ELECTRONIC COMMUNICATIONS: CLAIMS HANDLING

To report an insurance claim, please contact our office immediately:

- To report a claim at any time, you can click on "Submit a Claim" on the online dashboard for your Account; or you can contact us at InsureMyEquipment@Heffins.com.
- You can also contact us during regular business hours (Monday – Friday, 8:00 AM to 5:30 PM Pacific Time) by phone at 213-785-6929. Please note that you cannot report a claim via voicemail.

NOTICES/ELECTRONIC COMMUNICATIONS: WITHDRAWAL OF CONSENT

Consent. In spite of our mutual intention to transact business electronically, there may be circumstances in which either you or we desire or need to withdraw our consent to do so. If you wish to withdraw your consent to transact business electronically with us, you may notify us of your decision either electronically or by post, as addressed above. Your withdrawal of consent is only effective, however, when you are sent an electronic or land delivery receipt from us. You are responsible for filing or keeping track of your records, and it is your responsibility to archive such information in your own storage location. We are not responsible for archiving of materials on the Site, except as required by law, and may change information access and storage periods and standards at our sole discretion.

Email Delivery Failure. In the event that we receive notification that your e-mail system is not receiving or accepting incoming messages, we will attempt to deliver your information two (2) additional times, two (2) or more days apart. If the third attempt to deliver the information to you fails, we may assume that you have withdrawn your consent to receive information electronically. If we receive notification that your e-mail address is inactive or does not exist, we will (a) take reasonable steps to verify that we are using the email address you provided; and (b) email the information to an alternate e-mail address, if you have provided such. If, after these steps, we are unsuccessful in sending email to the e-mail address(es) you have provided, we will deem you to have withdrawn your consent to receive information from us electronically. Once such consent is deemed withdrawn, we will provide all future information to you in hard copy form, mailed to the street address you have provided to us. You are responsible for checking your junk, bulk, or spam mail at all times. We are not responsible or liable for failing to deliver a document via email if an email was not received by you as a result of spam guard software or other delivery block on your account or equipment.

Renewing Consent. To reinitiate electronic communications with us, you must provide us with a new consent to again receive information from us electronically. We are not responsible for your failure to receive records or communications electronically due to a changed, cancelled or otherwise inactive electronic address unless you notify us at least fifteen (15) days prior to the change or deactivation of such address and provide us a valid alternative electronic notification address.

Mailed Copy. Upon your request and for a fee of twenty-five dollars (\$25), we will send you copies of your pertinent records from the Site, mailed to the street address you provided us in your Site profile.

PAYMENT TERMS AND CONDITIONS

Electronic Payment. To automate payments required for use of this Site, we offer the convenience of secure transaction by means of Electronic Funds Transfer (EFT). If you need to make other payment arrangements, please contact our office at 213-785-6929 or email us at InsureMyEquipment@Heffins.com.

If your payment method fails or your account is past due, subject to Order or performance status, we may variously:

- (a) terminate or suspend your Account and access rights;
- (b) cancel Preliminary Orders;
- (c) cancel Confirmed Orders and return your monies subject to cancellation charges; and
- (d) commence collection mechanisms to collect fees owed (including retaining collection agencies, legal counsel).

BROKER APPOINTMENT / SERVICE FEE AGREEMENT

When you complete the purchase of insurance for your equipment, you will have appointed us (through our Professional Practice group) as your broker of record for this insurance coverage. This appointment is effective upon the inception date of your insurance policy and will remain in effect throughout the policy term. We may receive commission from the insurer for placing your insurance coverage. In addition, in consideration for services we make available to you, including without limit, Sponsored Educational Seminars, Market Search for Competitive Pricing, Brochures, Informative Mailings, Website Support, Advertising, Insurance Summaries, Contract Review, Claims Management, Loss Prevention & Risk Management, we are charging a fee. **You hereby acknowledge that this fee has been disclosed to you, and you agree to pay the fee as follows: 1) You will pay Heffernan Insurance Brokers a \$90 fee, and 2) this fee is fully earned and non-refundable.**

PRIVACY POLICIES

This Agreement also incorporates our Privacy Policies. By using our Site, you consent to the collection and use of this information in the manner we describe. This link to Privacy Policies provides an explanation about our online information practices.

INTENDED AUDIENCE. This website is for adults only and is not designed or intended for children under age 13.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Site, you warrant that you will not use this Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

When using the Site, you may not upload or transmit content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, nor may such content consist of or contain software viruses. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin information you provide.

While you may make copies of Documents that are necessary and useful for your insurance records, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, insurance products or services obtained from this Site.

In addition, you agree not to:

- (a) access, monitor or copy any content or information of this Site using any data mining, robots, spiders, scrapers or similar data gathering and extraction tools. or any manual process for any purpose without our express written permission;
- (b) violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
- (c) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; or
- (d) deep-link to any portion of this Site (including, without limitation, the purchase path for any equipment or services) for any purpose without our express written permission.

Any unauthorized use terminates the permission or license we have granted you for Site access and use.

DISCLAIMER; LIMITATION OF LIABILITY

The Site may occasionally experience temporary outages during which you or other users will not be able to login, view or operate the Site. We do not warrant that the Site, its servers, or our e-mail are free of viruses or other harmful components. USE OF THIS SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. INSUREMYEQUIPMENT.COM AND HEFFERNAN INSURANCE BROKERS DISCLAIMS 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, TITLE AND NON-INFRINGEMENT. TO THE EXTENT A RELEVANT JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR DAMAGES TO YOU OR YOUR AGENTS OR REPRESENTATIVES FOR ANY DEFICIENCY, ERROR OR INTERRUPTION, OF ANY KIND, IN THE SERVICE OR THE ONLINE PURCHASE PROCESS. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR OR INTERRUPTION IN ACCESS TO THE SITE SHALL BE TO REQUEST THAT WE CORRECT THE MATTER OR, IF WE FAIL TO DO SO, TO DISCONTINUE YOUR USE OF THE SITE. YOU MAY ALSO CHOOSE TO DISCONTINUE USING SITE SERVICES AND PRODUCTS.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WE AND OUR AFFILIATES, OR OURS OR THEIR AGENTS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMIT DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, EQUIPMENT, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE, OUR AFFILIATES, OR OUR OR THEIR AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

UNDER NO CIRCUMSTANCES WILL INSUREMYEQUIPMENT.COM AND HEFFERNAN INSURANCE BROKERS, AND OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, AGENTS AND EMPLOYEES, 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 THE SITE, YOUR USE OF THE SITE, ITS CONTENTS, ITS PURCHASE PROCESS OR ITS PRODUCTS OR SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE, OUR AFFILIATES, OR OUR OR THEIR AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you. IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES AND CLAIMS OF ANY KIND, WHETHER THE DAMAGES ARE CLAIMED UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WILL NOT BE GREATER THAN THE AMOUNT YOU HAVE PAID TO ACCESS OUR SITE.

TERMINATION

In the event that we learn of, or have reasonable grounds to suspect, that the information you provided for Site registration is materially inaccurate, or that activity in violation of this Agreement has occurred within your Account, we can suspend or terminate all access to your Account or the services provided thereby without notice and refuse to authorize future Site use. In addition, we reserve the right to terminate this Agreement at any time, with or without notice, for any reason.

Termination of insurance provided through us is subject to the terms of cancellation provided on the Site and in the insurance policy. Any suspension or termination of Site access would be done in consideration of legal requirements and responsibilities in regard to any active insurance policy issued to you. Please contact us with any issues regarding your insurance coverage.

SOFTWARE AVAILABLE ON THIS SITE

Any software that is made available to download from this Site ("Software") is the copyrighted work of us or third party licensors who provide such Software to us. Your use of such Software is governed by the terms of this Agreement and of any licensing agreement which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. If there is a conflict between the terms of this Agreement and of the License Agreement, the latter terms will control. Any reproduction or redistribution of such Software is expressly prohibited and may result in civil and criminal penalties. For any such Software that is not accompanied by a License Agreement, we hereby grant to you a limited, personal, nontransferable license to use the Software for viewing and otherwise using this Site in accordance with this Agreement and for no other purpose. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the License Agreement, if any.

You acknowledge that the Software and any accompanying documentation and/or technical information are subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

LINKS TO THIRD-PARTY SITES

This Site contains hyperlinks to websites belonging to or operated by parties other than us. Such hyperlinks are provided for your reference only. By making these links available, we are not endorsing third-party websites, their content, products, services or the owners of these third-party websites. We do not control such websites and are not responsible for their contents or your use of them. Our inclusion of hyperlinks to such websites does not imply any association with their operators.

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Our trademarks may not be used in connection with any product or service that is not provided by us, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits InsureMyEquipment.com, a division of Heffernan Insurance Brokers, or this Site. All other trademarks not owned by us that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or its affiliates.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this Site so long as the link does not portray our Site, our vendors, or our or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use our logo or other proprietary graphic or trademark as part of the link without express written permission. You may not frame or utilize framing techniques to enclose any trademark, logo,

or other proprietary information (including images, text, page layout, or form) of us or our vendors without our or their express written consent. You may not use any meta tags or any other "hidden text" utilizing the Site name or trademarks without our express written consent.

We and our affiliates and agents respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, and is accessible on this Site or through this service, you may notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). Provide the following information when providing notice of any claimed copyright infringement:

- 1) A physical or electronic signature of a person authorized to act on behalf of the copyright owner Identification of the copyrighted work claimed to have been infringed;
- 2) Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit us to locate the material;
- 3) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- 4) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- 5) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted as a written notification to our Copyright Agent:

Heffernan Insurance Brokers (at www.heffgroup.com)

P.O. Box 5608, Walnut Creek, CA 94596

(213) 785-6929

Facsimile:(925) 934-8278

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY. This information should not be construed as legal advice, for further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

NOTE: This information is provided exclusively for notifying the service providers referenced above that your copyrighted material(s) might have been infringed. All other inquiries, including technical requests, reports of email abuse and third party reports of piracy, will not receive a response through this process.

RELATIONSHIP OF THE PARTIES

Except in regard to the purchase of insurance on this Site, in which instance we act as your insurance broker in regard to the coverage purchased, nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for their own actions.

BLOCKSCORE

InsureMyEquipment.com website may use Blockscore, Inc. services which allow us to verify and authenticate consumer and business information. Blockscore is not a consumer report as defined by the Fair Credit Reporting Act or similar law and we do not use Blockscore, Inc. as a source for determining eligibility of insurance coverage.

APPLICABLE LAW, JURISDICTION, AND ARBITRATION

All disputes arising under this Agreement or out of or relating to the use of this Site or its products shall be governed by and interpreted in accordance with the laws of California, without regard to principles of conflict of laws. You and we agree to submit all disputes arising under this agreement to confidential arbitration in Los Angeles County, California before a single arbitrator. The arbitrator shall be selected by application of the rules of the American Arbitration Association (AAA), or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in California. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. The arbitrator's award, if any, shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. All claims filed or brought contrary to the above shall be considered "Improperly Filed Claims". Should you file a claim contrary to the above provisions, we may recover attorneys' fees and costs up to \$7,500, provided that we notify you in writing of the Improperly Filed Claim, and you have failed to promptly withdraw such claim.

SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including without limit the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be limited or eliminated to the minimum extent necessary and deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and Agreement shall continue in effect.

ENTIRE AGREEMENT; COMPLIANCE; NO WAIVER

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and us with respect to your use of the Site and supersedes all other understandings or agreements, whether electronic, oral, or written, between you and us with respect to the content of this Agreement. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to our Privacy Policies), guidelines, or rules that may apply when you use the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Headings are for reference purposes only and do not limit the scope or extent of such section.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with law enforcement requests or requirements relating to your use of this Site, purchase or servicing of products through the Site, or information provided to or gathered by us with respect to such use or products. Our failure to exercise or enforce any right hereunder, with respect to a breach by you or your designated agents, shall not be deemed to be a waiver of any such right nor operate so as to prevent the exercise or enforcement thereof or of any other right on any other occasion. Any rights not expressly granted herein are reserved.

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