

These Terms of Use, including any policies, rules and other terms that are expressly incorporated herein by reference (collectively, the “Terms”), set forth a legally binding agreement between you (“you” or “your”) and All Spectrum Insurance Brokers and its subsidiaries (“we,” “us,” or “our”). These Terms govern your use of this website (the “Site”). Please read these Terms carefully before proceeding.

PLEASE TAKE NOTICE AND BE AWARE THAT SECTION 17 (DISPUTE RESOLUTION) OF THESE TERMS CONTAINS A MUTUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRES YOU AND US TO RESOLVE ANY AND ALL DISPUTES WITH EACH OTHER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. PLEASE REVIEW THE FOLLOWING INFORMATION, INCLUDING, WITHOUT LIMITATION, SECTION 17 (DISPUTE RESOLUTION), CAREFULLY.

1. ACCEPTANCE OF TERMS

By accessing or using the Site, or by clicking to accept these Terms when this option is made available to you, you accept and agree to be bound by these Terms. In addition to these Terms, your access to and use of certain portions or aspects of the Site, or your ability to access and/or use certain products or services that are offered or made available to you through the Site, may require you to accept additional terms and conditions as applicable to such products or services (collectively, “Additional Terms”). The Additional Terms are hereby incorporated and made a part of these Terms by this reference.

These Terms govern your ACCESS TO AND use of the Site. BY USING THE SITE, YOU EXPRESSLY AGREE TO BE BOUND BY THESE Terms. IF YOU DO NOT AGREE TO THESE Terms, DO NOT USE the Site.

2. AGE REQUIREMENTS

You must be at least the age of majority in your state of residence, and fully able and competent to enter into and abide by the terms and conditions of these Terms, in order to access and use the Site. Individuals under the age of majority are not eligible to use the Site and may not submit any personal information to us. By accessing or using the Site, you represent and warrant that you are at least the age of majority in your state of residence, are legally entitled to enter into these Terms, and have the right, authority and capacity to enter into and abide by the terms and conditions of these Terms.

3. MODIFICATION TO THESE TERMS

We will email you or post a notification on the Site in the event of any material changes to these Terms. Such changes, whether in the form of modifications, additions, or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Site. Please check these Terms

periodically for changes. Your continued use of the Site following our posting of any changes to these Terms means that you accept those changes.

4. PRIVACY POLICY

Our [Privacy Policy](#) governs the processing of all personal information collected from you in connection with your use of the Site.

5. ACCESSIBILITY

If you have difficulty using or accessing any element of this Site or if you have any feedback regarding accessibility of this Site, please feel free to contact us at info@asibrokers.com

6. RESTRICTIONS ON USE

You may use this Site and all associated content solely for your personal use. This Site or any portion thereof may not be reproduced, duplicated, copied, sold, distributed, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You shall not attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Site

To access parts of the Site or some of the resources it offers, you may be asked to provide certain, sometimes personal, information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete.

You agree not to use any device, software, or routine to interfere with the proper functioning of the Site. In addition, when accessing or using the Site you **may not**:

- Transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including images and language;
- Transmit or solicit any information, software, or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights; is protected by copyright, trademark, or other proprietary rights; or is a derivative work with respect thereto, without first obtaining permission from the owner or right holder; or
- Transmit any information, software, or other material that contains a virus, trojan horse, time bomb, worm or other rogue programming or other harmful component.

Additionally, you are prohibited from violating or attempting to violate any security features of the Site. Any violation of system or network security may subject you to civil and/or criminal liability.

7. USER COVENANTS

By accessing or using the Site, you agree to, acknowledge, and represent as follows:

- You will comply with all applicable federal, state or local laws in using the Site, and you will not perform or fail to perform any act that you know or reasonably should know would place us or our affiliates in violation of any applicable law.
- You have the authority and capacity, under the laws of the state or jurisdiction in which you reside, to make the representations and warranties and be bound by the covenants provided herein.

8. COPYRIGHTS, TRADEMARKS, and OTHER PROPRIETARY RIGHTS

When accessing and using the Site, you agree to obey the law and to respect the intellectual property rights of others. As between you and us, all content on the Site, including text, hidden text within our source code, trademarks, software, photos, video, images, graphics, music, audio-visual content, podcasts, recordings, sound, or any other digital media, is owned by us and/or our licensors and is subject to protection by patent, copyright, trademark, or other proprietary rights. In addition, the entire content of the Site is copyrighted as a collective work under the United States copyright laws, and we own the copyright in the selection, coordination, arrangement, and enhancement of such content. Any feedback you provide to us relating to the Site, shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis.

All trademarks, trade names, trade dress, logos, and service marks (collectively, the “Trademarks”) appearing on the Site are the property of their respective owners, including, in some instances, us and/or our partner companies. Nothing contained on the Site or these Terms serves to grant you, by implication or otherwise, a license or right to use any of the Trademarks or copyrights owned by us or by any third party.

Except as expressly provided herein, you may not use, modify, create derivative works of, copy, redistribute, reproduce, publish, transmit, display, commercialize, or in any other way exploit any content or material from the Site without express written permission from us and, if applicable, the respective copyright owner. You acknowledge and agree that you do not acquire any ownership rights by accessing or using the Site.

9. THIRD-PARTY SITES

We may provide links and pointers to websites, goods, and/or services maintained, owned, or controlled by others (“Third-Party Sites”) that are not affiliated with us and may be located in different countries and that may subject to different regulatory and other legal requirements. We have not reviewed all of the Third-Party Sites linked to the Site and are not responsible for the content or services offered on such Third-Party Sites, including, but not limited to, any advertising, order processing and fulfillment, or payment terms related to such Third-Party Sites. Access to Third-Party Sites through

our Site does not constitute an endorsement by us or any of our subsidiaries or affiliates of any such Third-Party Sites, or the content or services offered by them. We have no responsibility or liability for these Third-Party Sites' independent policies or actions and are not responsible for the privacy practices of such Third-Party Sites or retailers. Complaints, claims, concerns, or questions regarding Third-Party Sites should be directed to the applicable third party.

If we provide links to social media platforms, such as Facebook or Twitter, and you choose to visit those websites through our links, please note that the personal information you post, transmit, or otherwise make available on those websites may be viewed by the general public. We do not control any content information made available on social media pages and are not responsible for any third-party use of any information, including, without limitation, personally identifiable information, that you have posted, transmitted, or otherwise made available there.

10. SITE UPDATES

We will not be liable if, for any reason, all or part of the Site is ever unavailable. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. We undertake no obligation to update, amend, or clarify information on the Site, except as required by law. No specified update or refresh date applied on the Site should be taken to indicate that all information on the Site has been modified or updated. Please remember when reviewing information on the Site that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on the Site to become inaccurate or incomplete.

On occasion, information on the Site may contain errors. We reserve the right to, at any time without prior notice, correct any errors, inaccuracies, or omissions, and to change or update information.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN THE SITE WILL BE

CORRECTED. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE FOREGOING LIMITATION OF RELIEF IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND US UNDER THESE TERMS OF USE. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL WE AND/OR OUR SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLE FORESEEABLE), RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF US AND OUR SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS TO YOU, FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND/OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU; ALL OTHER PROVISIONS OF THESE TERMS REMAIN IN FULL FORCE AND EFFECT.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our affiliates, our subsidiaries, and each of our and their respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys' fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation or breach of these Terms; (ii) your use of the Site; (iii) your dispute with another user; (iv) your violation of any rights of any third party; or (v) your violation of applicable law. This indemnification obligation will continue after you stop using the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any claim and matter otherwise subject to indemnification by you at your

expense, and you shall not in any event settle or otherwise dispose of any matter without our prior written consent.

14. FORCE MAJEURE

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability to obtain or delay in obtaining adequate or suitable supplies, breakdown of materials or telecommunications, or power outage.

15. NOTICES

We may send you responses or notices by e-mail, posting to the Site, or written communication sent by U.S. Postal Service. 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.

16. GOVERNING LAW

These Terms and your use of the Site shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of California, U.S.A., without giving effect to any principles of any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the laws of any jurisdiction other than those of the State of California to apply.

17. DISPUTE RESOLUTION

Timing of Claims

Any cause of action or claim you may have with respect to this Site must be commenced within one (1) year after the claim or cause of action arises.

Arbitration and Venue

Any dispute relating in any way to your visit to the Site shall be submitted to confidential arbitration in San Jose, California except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, and you consent to jurisdiction and venue in such courts. Arbitration under these Terms shall be conducted under the

rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration Rules and before a single arbitrator.

Ultimately, the selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard, each party shall pay for and bear its own costs and legal fees, costs, and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur).

Final Arbitration

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling, and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose, or divulge any such information unless otherwise required by law.

Class Action Waiver

To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. IN ANY DISPUTE, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

18. MISCELLANEOUS

The division of these Terms into sections and the headings of the various sections in these Terms are for convenience of reference only and shall not affect the construction or interpretation of these Terms. You acknowledge and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. We may assign our rights and duties under

these Terms to any party at any time without notice to you and without your express consent. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. There shall be no third-party beneficiaries to these Terms. Any provision of these Terms that contemplates performance or observance subsequent to any expiration or termination of these Terms, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Terms and continue in full force and effect. If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with our **Privacy Policy** and all other documents incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede any agreements previously existing between the parties with respect to such subject matter.

19. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N. 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. We may be contacted via e-mail at info@asibrokers.com

20. QUESTIONS

If you have any questions or comments regarding these Terms, our **Privacy Policy**, or the Site, please feel free to contact us by e-mail at info@asibrokers.com