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Changes.

Company may make changes to the content and services offered on the Site at any time. Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site. By using this Site after Company has updated the Terms, you are agreeing to all the updated Terms. If you do not agree with any of the updated Terms, you must stop using the Site.

General Use.

The Site allows insurance brokers (“Brokers”) to collect information from businesses that seek insurance or are covered by insurance (“Insureds”). “You” refers to you in your capacity either as a Broker or an Insured, as applicable.

By using the Site, if you are an individual, you represent, acknowledge and agree that you are at least the age of majority in the jurisdiction in which you reside. If you are accessing the Site on behalf of a company or other legal entity (“Entity”), you represent that you are authorized to act on behalf of the Entity and to bind such Entity to these Terms.

Company provides content through the Site that is copyrighted and/or trademarked work of Company or Company’s third-party licensors and suppliers or other users of the Site (collectively, the “Materials”). Materials may include data, information, text, logos, graphics, video, audio, images, software and other content.

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Registration.

You may register for an account with the Company through the account registration page on the Site. You are responsible for maintaining the confidentiality of your access credentials (“Access Credentials”), and you are responsible for all activities that occur using your Access Credentials.

You agree not to share your Access Credentials, let others access or use your Access Credentials or do anything else that might jeopardize the security of your Access Credentials. You agree to promptly notify Company if your Access Credentials on this Site are lost, stolen, if you are aware of any unauthorized use of your Access Credentials on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove any information from your account by logging into your account directly and making the desired changes.

User Contributions.

The Site allows you to submit certain data, information, text, materials and other content (“Contributions”). When you make Contributions to the Site, you represent, warrant and covenant that:

- The use, creation, modification, distribution, transmission, display or performance, and the accessing, downloading, or copying of your Contribution does not and will not infringe the rights of any third party, including, without limitation, any copyright, patent, trademark, trade secret, moral rights, rights of privacy, and rights of publicity.
- You are the creator and owner of, or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Company, the Site, and other users of the Site to use your Contribution in any manner contemplated by the Site and these Terms.
- Your Contribution is not false, inaccurate, or misleading.
- Your Contribution does not violate any applicable law, regulation, or rule.

Company reserves the right to remove any Contribution by you if Company determines, in Company’s sole discretion, that your Contribution is inappropriate for the Site.

Although Company performs regular routine backups of data, some may not be entirely reliable. You are accordingly held solely responsible for your Contributions and are encouraged to retain copies of your Contributions for your own back-up purposes.

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Unauthorized Activities.

When using this Site, you agree not to:

- Use the Site for any illegal, unlawful or unauthorized purpose.
- Circumvent, disable, or otherwise interfere with any security-related features of the Site, including features that prevent or restrict the use or copying of any Materials or enforce limitations on the use of the Site and/or the Materials contained therein.
- Engage in unauthorized framing of or linking to the Site.
- Engage in any automated use of the Site, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Attempt to impersonate another user, or use the username of another user, of the Site.
- Sell or otherwise transfer your user profile on the Site to a third party.
- Use the Site as part of any effort to compete with Company.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Delete the copyright or other proprietary rights notices from any Materials.

Site Management.

Company reserves the right, but not the obligation, to:

- Monitor the Site for violations of these Terms.
- In Company's sole discretion, and without limitation, refuse or restrict your access to the Site, or limit the availability of the Site to you.
- In Company's 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.
- Take appropriate legal action against anyone who, in Company's sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities.

Company cannot guarantee the Site will be available to you at all times. Company and/or its system's aggregator may experience hardware, software, or other problems or may need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You may also experience problems connecting to the internet, and therefore to the Site. You agree not to

hold Company liable whatsoever for any loss, damage, or inconvenience howsoever arising caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Privacy Policy.

Please review Company's Privacy Policy which explains how Company uses information that you submit to Company.

Third Party Offerings.

The Site may contain features designed to interoperate with business application services, software or products provided by third parties ("Third Party Offerings"). To use such features, you may be required to obtain access to such Third Party Offering from their providers.

If the provider of any Third Party Offering ceases to make the Third Party Offering available for interoperation with the corresponding Site features on reasonable terms, Company may cease providing such features.

To the extent that Company requires that you grant Company authorizations, passwords or other user credentials to a Third Party Offering ("Company Access Codes") to retrieve your information or data or to enable interoperability with the Site, you shall promptly provide such Company Access Codes

Any exchange of data between you and any provider of a Third Party Offering, is solely between you and the applicable provider of the Third Party Offering. Company does not warrant or support any Third Party Offering. If you enable any Third Party Offering for use with the Site, You acknowledges that Company may allow providers of that Third Party Offering to access your information and data as required for the interoperation and support of such Third Party Offering with the Site. Company shall not be responsible for any disclosure, modification or deletion of your information or data resulting from any such access by the providers of Third Party Offerings.

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Indemnity.

To the extent permitted by applicable law, you agree to indemnify and hold harmless Company from and against any and all claims, suits, actions, demands and proceedings against Company and all losses, costs and liabilities related thereto arising out of or related to: (i) your violation of these Terms; or (ii) your violation of any third party right, including without limitation any

copyright, property, or privacy right. This indemnification obligation will survive these Terms and your use of the Site.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any services offered through the Site, or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Company an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as Company may determine in its sole discretion. Notwithstanding the foregoing, you understand and agree that Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Termination.

Company may terminate the agreement hereunder between you and Company at any time and for any reason by terminating your account on the Site or giving written notice to you. In addition, Company may suspend the service provided to you via the Site at any time, with or without cause.

The perpetual licenses granted by you, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

General.

Company prefers to advise you if Company feels you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Company, may result in immediate termination of your access to this Site without prior notice to you. California state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes relating to these Terms or this Site will be heard in the courts located in San Francisco County in the State of California. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Company's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and Company and supersede all

prior or contemporaneous negotiations, discussions or agreements between you and Company about this Site.

Contact Us.

If you have any questions about these Terms or otherwise need to contact Company for any reason, you can reach us at support@withshepherd.com.