

## CONSUMER RATE QUOTES TERMS OF USE

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CRQ provides you with the ability to view insurance quotes based on the information you provide through CRQ (the "**Service**"). As a condition of the use of the Service, the parties agree to the following:

### ACCESS TO SERVICE

These Terms govern your access, use, and explain your rights and responsibilities when using CRQ. You must not access or use CRQ if you do not agree to these Terms. These Terms do not extend to any third-party sites which may be linked through CRQ because they may or may not have separate terms of use that will apply.

Your use of CRQ may be disabled at any time in Vertafore's sole discretion for any or no reason, including if you have violated any provision of these Terms. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing CRQ from a public or shared computer so that others are not able to view or record your password or other personal information.

### LICENSE

You are granted a revocable, limited, non-exclusive, non-transferable license to access and use CRQ conditioned on your continued acceptance of and compliance with these Terms.

### ASSIGNMENT

You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under the Terms to a third party.

### ACCURACY OF YOUR INFORMATION

In connection with your use of CRQ, you may input and store your information within CRQ. You are responsible for the accuracy and completeness of all information you input and store within CRQ.

### VERTAFORE CONTENT

The information and material made available to you on CRQ (collectively referred to as "**Content**"). You must not share the content or engage in behavior that violates Vertafore's intellectual property rights. ("**Intellectual Property Rights**" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights.) Except as otherwise provided in these Terms, you may not copy, reproduce, republish, distribute, decompile, reverse engineer, disassemble, modify, attempt to derive the source code of or create derivative works of any of the material and/or Content. You must not use the Content to construct any kind of database without the prior express written permission of Vertafore.

### VERTAFORE UPDATES

Vertafore may from time-to-time, without notice, in its sole discretion develop and provide updates to CRQ, which may include bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Vertafore has no obligation to

provide any Updates or to continue to provide or enable any particular features or functionality. You agree that all Updates will be deemed part of CRQ and be subject to all terms and conditions of this Agreement.

### **MISUSE AND LAWFUL PURPOSE**

You must not misuse CRQ. CRQ is protected by U.S. and foreign copyright laws, trade secret and other proprietary laws. You agree not to delete any copyright or other proprietary notice on CRQ. You may use CRQ only for lawful purposes and in accordance with these Terms. You agree not to use CRQ in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries). You agree not to use CRQ in any manner that could disable, overburden, damage, or impair it or interfere with any other party's use of CRQ.

### **MONITORING AND LAW ENFORCEMENT**

Vertafore has the right to monitor your usage of CRQ and take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of CRQ. Without limiting the foregoing, Vertafore has the right to cooperate fully with any law enforcement authorities or court order requesting or directing Vertafore to disclose the identity or other information of users or materials used through CRQ. YOU WAIVE AND HOLD HARMLESS VERTAFORE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY YOU DURING OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER VERTAFORE OR LAW ENFORCEMENT AUTHORITIES.

### **NO WARRANTY**

There is no guarantee or warranty that files available for downloading from the internet or CRQ will be free of viruses or other destructive code such as ransomware.

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### **LIABILITY**

NO LIABILITY IS ASSUMED FOR ANY LOSS OR DAMAGES CAUSED BY ANY FORCE MAJEURE EVENT, INCLUDING, BUT NOT LIMITED TO, DISTRIBUTED DENIAL-OF-SERVICE ATTACKS, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF CRQ, ANY SERVICES OBTAINED THROUGH CRQ, YOUR DOWNLOADING OF ANY MATERIAL POSTED TO CRQ OR ON ANY WEBSITE LINKED TO CRQ. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO LIABILITY IS ASSUMED FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF CRQ, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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#### **INDEMNIFICATION**

You will indemnify Vertafore Parties including our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your use of CRQ, or your violation of the Terms.

#### **TERMINATION OF LICENSE BY YOU**

You may stop using CRQ at any time.

#### **TERMINATION OF LICENSE BY US**

Your rights under these Terms will terminate automatically without notice: (i) if you fail to comply with any provision of these Terms; or (ii) if, at any time and for any reason, the authorized entity is not using CRQ for any reason or no longer a provider under Vertafore's records. Your access to CRQ may also be terminated, modified, removed, or disabled at any time. Upon the termination of these Terms, any rights to use or access CRQ shall cease, and all usernames and passwords shall become inactive, at which point you shall cease all use of CRQ. If requested, you must, at our opinion, return or destroy any copies of the materials you have made. All provisions of these Terms except for the license to use CRQ will survive termination and continue in effect. The failure to exercise or enforce any legal right or remedy which is contained in these Terms will not operate as a formal waiver of any available rights or remedies.

#### **GOVERNING LAW**

You agree that these Terms will be governed by the laws of the State of Colorado without regard to conflict-of-laws provisions. You agree that Vertafore retains sole and exclusive title to and ownership of CRQ and is a third-party beneficiary to these Terms. You also agree to submit to the exclusive jurisdiction and venue of the courts located within the city of Denver, Colorado to resolve any legal matter arising from these Terms.

#### **OUR ACCESS TO YOUR INFORMATION**

By accessing and using CRQ, you are also consenting to the collection, use and disclosure of your personal information as permitted by law and in accordance with our [Privacy Statement](#). You are further consenting to the receipt of any content sent to you by your provider through this portal.

#### **FEES AND TAXES**

Fees charged to authorized entity using CRQ are subject to change. Vertafore is not liable for any fees you owe the authorized entity, which provides you access to CRQ.

#### **TERMS MODIFICATION**

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. When we do this, we will post the revised Terms on this page and will indicate the date of such revision. You are expected to check this page frequently, so you are aware of any changes, as they are binding.

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