

## ROANOKE WEBSITE TERMS & CONDITIONS

Roanoke Insurance Group Inc. Terms and Conditions

### Acceptance of Terms and Conditions

These Terms and Conditions are entered into by you and Roanoke Insurance Group, Inc. (“**Roanoke**” or “**we**” or “**us**”). The following Terms and Conditions, together with any documents expressly incorporated by reference (collectively “**Terms and Conditions**”), govern your access to and use of this website, including any content, functionality, and/or services offered through this website for your personal entertainment, information, education, communication or otherwise.

Please read the Terms and Conditions carefully before you start to use this website. By using the website, you accept, consent to, and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms and Conditions or the Privacy Policy you must not access or use the website.

This website is offered and available to adult users who are eighteen (18) years of age or older, and is not intended for or directed to anyone under thirteen (13) years of age. By using this website, you represent and warrant that you meet this eligibility requirement and that you will comply with these Terms and Conditions, the Privacy Policy and all applicable local, state, federal, and international laws, rules, and regulations. If you do not meet this requirement you must not access or use the website.

### **Terms and Conditions**

1.0 Changes to the Terms and Conditions. We may revise and update these Terms and Conditions from time to time at our sole discretion. All changes are effective immediately when posted to the website and apply to all access and use of the website thereafter. Continued use of the website after such changes are posted is deemed acceptance of any revised Terms and Conditions. You must review these Terms and Conditions on a regular basis to keep yourself apprised of any changes. Roanoke may terminate these Terms and Conditions, with or without cause, at any time, without notice, and without penalty. You agree that Roanoke shall not be liable to you or any third party for any modification, termination, or alteration of these Terms and Conditions.

2.0 Intellectual Property Rights.

2.1 All content, features and functionality (including, but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) on the website is copyrighted and owned by Roanoke, its licensors, or other providers of such materials unless otherwise noted, and protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Such content, features, and functionality may not be used, except as provided within these Terms and Conditions, or the text of the website, without Roanoke’s express written permission.

2.2 Except as otherwise stated, all trade names, logos, icons, service marks and registered and unregistered trademarks are proprietary to Roanoke (collectively, “**Proprietary Materials**”). Your use of Proprietary Materials, except as provided within these Terms and Conditions, or text of the website, without Roanoke's express written permission, is strictly

prohibited. Nothing contained on the website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Proprietary Materials displayed on the Site without written permission of Roanoke or such third party that may own trademarks or other intellectual property displayed on the website.

2.3 These Terms and Conditions permit you to use the website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit, or otherwise use any of the material on our website, except as follows:

2.3.1 Your computer may temporarily store copies of such materials from our website in RAM incidental to your accessing and viewing those materials.

2.3.2 You may store files that are automatically cached by your web browser for display enhancement purposes.

2.3.3 You may print or download one copy of a reasonable number of pages of the website for your own personal non-commercial use and not for further reproduction, publication, or distribution.

2.3.4 If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement (“**EULA**”) for such applications.

2.3.5 You must not:

2.3.5.1 Modify copies of any materials from this website.

2.3.5.2 Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

2.3.5.3 Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this website.

2.3.6 If you print, copy, modify, download or otherwise use or provide any other person or entity with access to any part of the website in breach of these Terms and Conditions, your right to use or access the website shall immediately cease and you must, in our sole discretion, return or destroy any copies of the materials you have made. No right, title or interest in or to the website, or any content, feature or functionality within the website is transferred to you, and any rights not expressly granted are reserved by Roanoke.

2.4 Any use of the website not expressly permitted within these Terms and Conditions constitutes a breach of these Terms and Conditions and may violate U.S. and/or international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You are also advised that Roanoke will aggressively enforce its intellectual property rights to the fullest extent of the law, including, but not limited to the seeking of criminal prosecution.

2.5 Any rights or remedies afforded to us under this Section 2 shall not be read or otherwise interpreted to preclude Roanoke from enforcing any other rights or remedies that may

be available to us under these Terms and Conditions, the Privacy Policy and/or applicable U.S. or international law.

2.6 Roanoke neither warrants nor represents that your use of materials displayed on the website will not infringe rights of third parties not owned by or affiliated with Roanoke.

3.0 Accuracy. While Roanoke uses reasonable efforts to include accurate, complete and up-to-date information on the website, Roanoke makes no guarantees, warranties or representations of any kind that any of the content on this website is accurate, complete, timely or otherwise applicable to you. Roanoke assumes no liability or responsibility for any errors or omissions in the content of the website.

4.0 Your Use of the website. You are ultimately responsible for all content posted and activity that occurs when you access the website, and/or under your account (even if that content or activity occurs from other individuals who have accessed the website through your account). You may use the website only for lawful purposes and in accordance with these Terms and Conditions. You agree that:

4.1 You will not use our website 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/or from the U.S. or other countries), or otherwise prohibited by these Terms and Conditions.

4.2 You will not use our website for the purpose of exploiting, harming, or attempting to exploit or harm any individual, in any way, by exposing them to inappropriate content, asking for Personal Information, as defined within the Privacy Policy and under applicable law, or otherwise.

4.3 You will not use the website to harass, abuse, defame, stalk or threaten others.

4.4 You will not use the website to transmit or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other, similar solicitation.

4.5 You will not engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm Roanoke, or users of the website, or expose any of them to liability.

4.6 You will not attempt to compromise the security of the website, including but not limited to uploading viruses or other malicious code.

4.7 You will not attempt to circumvent any content-filters or content-filtering techniques used by Roanoke.

4.8 You will access only those areas or features of the website that we have authorized you to access, and you will not attempt to access any areas or features that you are not authorized to access.

4.9 You will not probe, scan or test the security or vulnerability of our website, including any Roanoke system or network.

4.10 You will not engage in any activity that violates these Terms and Conditions.

5.0 Privacy. Your privacy is important – both to you and to us. All information we collect about you on this website is subject to our Privacy Policy. By using the website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Please view our Privacy Policy to learn how your information is handled when you register for and/or use our website.

#### 6.0 Third Party Services & Links.

6.1 Roanoke is not responsible for the content, quality, safety, availability, completeness, accuracy, privacy policies, legality, or any other practices and/or policies of any third party website that may be accessed from the website. Each linked entity maintains its own privacy policies, terms and conditions, and other policies that govern your use of their website and services. Each linked entity is responsible for the correctness, completeness, legality, and accuracy of its own website. As such, Roanoke makes no representation as to the accuracy or any other aspect of any information contained at such outside websites.

6.2 When you click on one of the provided links, you are leaving our website to enter another site on the Internet. If you decide to access any of the third party sites linked to through our website, you do so entirely at your own risk. Your use of a third party's website or services is governed by the third party's privacy policy, terms and conditions, and other policies. You agree that we are not liable for any harm or damages related to the purchase or use of goods, services, websites, resources, content, or any other transactions made in connection with any third party websites or advertisers. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party. You hereby waive any claim against Roanoke with respect to these websites. Roanoke is not responsible or otherwise liable for a third party's terms or policies, or for any actions taken under therein.

#### 7.0 Digital Millennium Copyright Act.

7.1 Roanoke does not permit copyright infringing activities and/or infringement of intellectual property rights on the website.

7.2 If a person is a copyright owner or agent thereof and believes that any content posted on the website infringes upon another's copyrights, such person may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing Roanoke's copyright contact, identified below, with the following information, in writing:

7.2.1 Information identifying the copyrighted work that is claimed to have been infringed, such as the copyrighted work's title, author, URL, or other information;

7.2.2 Sufficient information allowing us to identify and locate the allegedly infringing material;

7.2.3 Your contact information, including your address, telephone number, and email address, so that we may contact you;

7.2.4 A personal statement that you have a good-faith belief that the use of allegedly infringing material is not authorized by the copyright owner, its agent, or the law.

7.2.5 A statement, under penalty of perjury, that the information in your notification is accurate and that you are authorized to act on behalf of the copyright owner.

7.2.6 A physical or electronic signature of a person authorized to act on behalf of the copyright owner.

7.3 We recommend that you speak to a legal advisor before filing a DMCA notice with our designated copyright contact to assess your rights.

7.4 Please send all DMCA notices to Roanoke's copyright contact to receive notifications of claimed infringement (the "**DMCA Contact**" or "**Copyright Contact**") at 1.800.762.6653.

8.0 Indemnity. You agree to indemnify, defend, and hold Roanoke, its, member companies, subsidiaries, affiliates, officers, directors, employees, and agents harmless, at your sole expense, from and against any claim, action, legal proceeding, damages, liability, settlements, expenses (including reasonably attorneys' fees) and/or other costs arising out of and/or relating to your access or use of the website; your content; your breach of these Terms and Conditions or the documents it incorporates by reference; your negligence or misconduct; or a claim that your use of the website infringes the copyright, trademark, trade secret, patent or other rights of a third party. Roanoke may, at its sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

## 9.0 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

9.1 Your use and browsing of the website is at your risk. Neither Roanoke nor any other party involved in creating, producing or delivering the website is liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of, the website. Without limiting the foregoing, everything on the website is provided to you on an "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE OPERATION OF THE website OR THE CONTENT OR INFORMATION ON THE website, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.2 Although we take reasonable steps to prevent the introduction of viruses, worms, Trojan horses or other malware or destructive materials, we do not guarantee or warrant that the website or materials that may be accessed or downloaded from the website do not contain such contaminating or destructive properties. You understand and agree that any content, files or other information downloaded or otherwise obtained through your use of the website is at your discretion and risk and that Roanoke is not liable for any damages or harm to your device(s) or loss of data attributable to such content, files or information. If you rely upon the website or any materials available through the website, you do so solely at your own risk. Roanoke is not responsible for any errors or omissions or for the results obtained from the use of any information provided on the website.

9.3 Roanoke assumes no responsibility and assumes no liability for any content provided by you, another user or third-party through our website. Roanoke is not responsible for any content that may be inappropriate, offensive, misleading, illegal or otherwise objectionable.

9.4 Roanoke does not warrant that access to and/or use of the website will be uninterrupted, timely, secure or error-free. There may be delays, errors, defects, omissions, interruption, and inaccuracies in the information or other materials available on or through the website. Roanoke is not responsible for the availability, use, timeliness, security, validity, accuracy, or reliability of, or the results of the use of, the content of the website, or other any other website that may be linked to on through the website.

9.5 IN NO EVENT SHALL ROANOKE, ITS MEMBER COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, BUSINESS PARTNERS, CUSTOMERS AND/OR ANY OTHER AUTHORIZED AGENT OR REPRESENTATIVE OF ROANOKE HAVE ANY LIABILITY FOR ANY CLAIM, LOSS OR INJURY, INCLUDING WITHOUT LIMITATION AN INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO ROANOKE'S website, THE USE OR THE INABILITY TO USE THE website, AND/OR ANY CONTENT, OR OTHER GOODS OR SERVICES PURCHASED, LICENSED, OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH THE website, THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY USER CONTENT, EVEN IF ROANOKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF ANY NEGLIGENCE OF ROANOKE OR ANY OF ITS MEMBER COMPANIES, AFFILIATES OR AGENTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OR ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.5.1 In no event will Roanoke's aggregate liability for any and all claims related to the website exceed USD 100.00 or 10% of total amount paid to Roanoke within the last 12 months, whichever the lesser.

9.5.2 In those jurisdictions that prohibit the exclusion or limitation of liability for consequential or incidental damages, any such liability shall be limited to the maximum extent permitted by law.

## 10.0 MISCELLANEOUS

10.1 Choice of Law & Jurisdiction: These Terms and Conditions are governed by and construed under the laws of Illinois, without reference to conflict of laws principles, except where preempted by the laws of the United States. Any claims or disputes arising out of or relating to these Terms and Conditions are also governed and construed by the laws of Illinois. All disputes arising out of or related to these Terms and Conditions and the website shall be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

10.2 Any communication or material you transmit to the website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, are and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by

Roanoke or its affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, Roanoke and its affiliates are free to use any ideas, concepts, know-how or techniques contained in any communication you send to the website for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information.

10.3 Although Roanoke may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on the website, Roanoke is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information contained within such locations on the website. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Roanoke will fully cooperate with any law enforcement authorities or court orders requesting or directing Roanoke to disclose the identity of anyone posting any such information or materials.

10.4 Severability: If any portion of these Terms and Conditions is found to be unenforceable, that provision will be severed from these Terms and Conditions, and will not affect the validity and enforceability of the remaining Terms and Conditions.

10.5 Complete Terms and Conditions: Please note that these Terms and Conditions, along with any other documents incorporated by reference, make up the entire agreement between you and Roanoke. We reserve all rights that are not expressly granted to you. You may not transfer any rights given or obligations borne to you under these Terms and Conditions without our express consent. We do not waive any provision under these Terms and Conditions even if it is not enforced.

11.0 Contact Us. For more information, or should you have further questions regarding our terms and conditions, you may contact us at 1.800.762.6653.