

## **TERMS OF SERVICE**

### **ACCEPTANCE OF AMTRUST TERMS OF SERVICE**

Please review this Terms of Service Agreement (“Agreement”), as it constitutes an agreement between you (“user”, “you” or “your”) and AmTrust Financial Services, Inc. (“AmTrust”) with respect to your use of AmTrust’s software (including third-party software), services, website and applications (“services”). By using the services and/or clicking the “Click to Accept” button you agree to be bound by each of the terms and conditions set forth herein.

### **ADDITIONAL TERMS**

In addition to these Terms of Service, the following additional terms apply to your use of the services. By using the services, you agree to be bound by these additional terms which are incorporated herein by reference (collectively the “additional terms”):

***Privacy Policy***, which describes AmTrust’s policies with respect to the collection, use, and disclosure of personal information from you; and

***EULA***, which governs your use of software applications you may obtain from AmTrust; and

Any additional terms or conditions AmTrust may supply from time to time.

***Definitions***

***Services***

***Compliance with Laws***

***User’s Obligations, Representations, And Warranties***

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### **DEFINITIONS**

The following capitalized terms will have the meanings set forth below for purposes of this Agreement:

“**USER**” shall mean the person, of legal age, or entity, and such person represents they are authorized to act on their behalf and on behalf of their respective company, and with whom AmTrust entered into this Agreement for use of AmTrust Chat Bot, including said User’s agents, employees, consultants, officers, directors, advisers, and shareholders, if any.

“**AMTRUST**” shall mean AmTrust Financial Services, Inc. including its affiliates, agents, employees, officers, directors, advisers, and shareholders.

“**AGREEMENT**” shall mean these Terms of Service including any executed exhibits or attachments set forth or which are incorporated herein by reference and the Additional Terms.

## **SERVICES**

**Services:** AmTrust will provide User with services in accordance with the terms and conditions of this Agreement.

**Intellectual Property:** AmTrust retains all rights to its intellectual property related to AmTrust Chat Bot.

## **COMPLIANCE WITH LAWS**

**User's Obligations to Comply with Laws:** User shall abide by and not use AmTrust's products or services in violation of any local, state and U.S. federal laws and regulations or other country or local law where User conducts business. User shall not engage in hacking or attempting to gain unlawful access to computer systems, slander, libel, and/or the transmission of threats or harassment. User warrants and represents that User will not (i) infringe or violate the rights of any third party including, but not limited to, intellectual property rights, patents, copyrights, trademarks, and trade secrets; and (ii) send, receive or use any materials or documents which are defamatory or obscene; and (iii) violate any rights of privacy or publicity.

**Jurisdiction and Venue:** All matters relating to this Agreement or the Services and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) (a "Claim"), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any such Claim shall be instituted exclusively in the state or federal courts located in the city of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Compliance with Requests for Information:** AmTrust will provide User information requested, if such information is sought via subpoenas, court orders or similar written requests from governmental regulators and/or entities, and agencies regarding User and User's use of AmTrust services. AmTrust will notify User in writing of any such request prior to providing any information regarding User to allow User sufficient time to respond to the request, unless such notice is prohibited by law. User shall not pursue any claim against AmTrust with regard to the disclosure of any such information.

## **USER'S OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES**

**Email:** User shall comply with the requirements of the U.S. CAN-SPAM Act of 2003. The User shall not:

- (a) send unsolicited bulk email (spam);
- (b) send solicited bulk email that does not contain a valid working unsubscribe function;
- (c) send chain letters or hoaxes;
- (d) purposely transmit viruses, worms, trojans, or other malicious code;

- (e) send mail with the intention of harassing an individual or overwhelming a server; and
- (f) maintain an open relay, open proxy or insecure form mail script.

**User Information:** User shall provide all current, complete, and accurate data on any AmTrust Website or registration forms.

**Data Privacy:** User, in connection with the use of AmTrust's products, services and/ or AmTrust Chat Bot may have access to and/or utilize personally identifiable information and/or personal financial or health information covered by state, federal and/or international laws ("Personal Information"). Such Personal Information may contain the following data points: Social Security Numbers, insurance policyholder account information, insurance claim information, bank or credit card account information, employment related information, or login and password credentials. User fully agrees to fully comply with all applicable laws, regulations and guidance to protect the confidentiality, integrity and availability of the Personal Information.

**Data Security:** User shall not interfere with, disrupt, or deny service to any AmTrust entity, website or network site. By example, but not by limitation thereof, this includes using any means to intentionally degrade or disable the delivery of any legitimate data by denial of service attack or distributed denial of service attack. User shall not attempt to or gain unauthorized access to any site or network by hacking or cracking or through any AmTrust service provider. User shall not attempt to or in fact circumvent the security measures of any AmTrust host, service provider, network or account.

**Content Received:** User shall be responsible for all content received from the Internet when using AmTrust's services and accounts. User shall comply with all trademarks, copyright, and patent laws and regulations pertaining to the content received over the Internet or from AmTrust's web pages, manuals, documentation, distribution media, or white papers. User shall defend, indemnify, and hold harmless AmTrust from any action(s), liability, or damages resulting from inappropriate, offensive, questionable, or illegal materials User obtained over the Internet and/or stored on equipment owned or operated by AmTrust.

**Use of User Data:** User hereby acknowledges that AmTrust may anonymize (remove identifying particulars for statistical or other purposes) User data so that it can be shared with or sold to its service providers and partners. In no event will any personally identifiable information be shared, except as provided in this AmTrust Chat Bot Terms of Service, the ***Privacy Policy*** or the AmTrust website ***Terms of Use***, as they may be amended from time to time. AmTrust will not, and does not, share, rent, or sell Non-Public Personal Information or Protected Health Information. For more information about how we use User Data please refer to our ***Privacy Policy***.

**Substitution:** User's usage of AmTrust Chat Bot is for the sole use of User. No transfer of services or substitution of content for or on behalf of another entity whether or not itself a User is allowed on either a temporary or a permanent basis.

**Equipment Security:** User shall be solely responsible for the security of User's equipment and software while using the Services. User is aware that linking User's computer to the Internet

either directly or through the services makes User's equipment and software potentially vulnerable to interruption, damage, and loss of data caused by hackers, viruses, attacks, denial of service, spoofing, eavesdropping, sniffing, spamming, breaking passwords, harassment, fraud, forgery, imposture, electronic trespassing, tampering, hacking, nuking, system contamination including without limitation use of viruses, worms and Trojan horses causing unauthorized, damaging or harmful access and/or retrieval of information and data on User's computer and other forms of activity resulting in damage(s) and/or liability.

**Breach of Warranties:** In the event of any breach of any of the warranties and representations in this Agreement, in addition to any other remedies available at law or in equity, AmTrust shall have the immediate right, in AmTrust's sole discretion, to suspend its services to prevent any harm to Users or to AmTrust's network, equipment, websites, portals, software, applications or intellectual property.

**Authorization Regarding Practices:** User shall contact and receive authorization from AmTrust prior to engaging in any use or action not authorized under this Agreement. AmTrust shall have sole discretion in determining whether such use or action is permitted.

**User Liability and Responsibility:** User shall be exclusively liable and responsible for any claims brought or threatened on account of the User's use of the Services. User shall defend, indemnify, and hold harmless AmTrust from any action(s), liability, or damages from any communications sent to or received by User.

**SPAM:** AmTrust does not support and will not tolerate the delivery of unsolicited messages ("SPAM") through any email, text messaging, or internet network of any kind. User acknowledges and agrees that the Services shall not be used fraudulently or in connection with any criminal activity; or to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene, menacing, or in breach of copyright, confidence, privacy, or any other rights; or to cause annoyance; or to send unsolicited advertising or promotional material or any other unsolicited information.

**Linking to Our Website:** As a user of the Services you may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without AmTrust's express written consent.

## **DISCLAIMER OF WARRANTIES**

You understand that AmTrust cannot and does not guarantee or warrant that files available for downloading from the internet or the services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

**WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL OR ROUTINE THAT MAY INFECT YOUR**

COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF AMTRUST'S SOFTWARE, THE SERVICES, THE WEBSITE AND APPLICATIONS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES OR WEBSITE, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR WEBSITE IS AT YOUR OWN RISK. THE SERVICE, THE WEBSITE, AND THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AMTRUST NOR ANY PERSON ASSOCIATED WITH AMTRUST MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES OR WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER AMTRUST NOR ANYONE ASSOCIATED WITH AMTRUST REPRESENTS OR WARRANTS THAT THE SERVICE, THE WEBSITE, OR THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR WEBSITE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

AMTRUST HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **LIMITATION OF LIABILITY, INDEMNIFICATION, GOVERNING LAW, ARBITRATION**

**Limitation of Liability:** IN NO EVENT WILL AMTRUST, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING,

EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

SOME JURISDICTIONS DISALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL AMTRUST'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**Unauthorized Exposure or Disclosure:** To the extent permitted by law and in addition to any other remedies available under this Agreement to AmTrust, User agrees to defend indemnify, and hold harmless AmTrust including its agents, servants, employees, officers, directors, advisers, and shareholders regarding any actual or alleged unauthorized exposure to or disclosure of information or materials the User listed or sent, or did not send, on or through AmTrust's systems to other users, the general public or any other person or entities who was not intended to receive or view such information.

**Governing Law and Jurisdiction:** All matters relating to User's use of the Services or User's obligations assumed under this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to User's use of the Services or User's obligations assumed under this Agreement shall be instituted exclusively in the state or federal courts located in the City of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Arbitration:** Any dispute or claim arising from or relating in any way to User's use of the Services or User's obligations assumed under this Agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms of Service as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to AmTrust Financial Services, Inc., Attn: Legal Department. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator

fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. WE ALSO BOTH AGREE THAT YOU OR WE MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

**Claims Against AmTrust:** If any claim, suit, action, arbitration proceeding or other proceeding is commenced or brought against or involving AmTrust or its agents, employees, officers, directors, advisers, and shareholders arising or allegedly arising out of User's actions including, but not limited to, User's use of the Services or User's obligations assumed under this Agreement, then User shall defend, indemnify, and hold harmless AmTrust and its agents, servants, employees, officers, directors, advisers, and shareholders from and against all costs, liabilities, judgments, settlement amounts, losses, damages, expenses, including all attorneys' fees, resulting from or arising out of or allegedly resulting from or arising out of any such claim, suit, action, arbitration proceeding or other proceeding.

**Breach of Agreement:** If User's breach of any obligation(s) or enforcing the terms of this Agreement causes AmTrust including its agents, servants, employees, officers, directors, advisers, and shareholders to incur any costs, liabilities, judgments, settlement amounts, losses, damages, or expenses, including attorneys' fees, then User shall reimburse AmTrust for all such costs, liabilities, judgments, settlement costs, losses, damages, expenses, including attorneys' fees.

## **TERM AND TERMINATION**

**Right to Terminate:** AmTrust reserves the right to terminate the account of any User who violates any provision of this Agreement including, but not limited to, AmTrust's ***Terms of Service***, the ***Privacy Policy***, or the ***EULA*** without refund and without prior notice. User will indemnify, defend, and hold harmless AmTrust for any damages or expenses incurred by AmTrust as a direct or indirect result of User's violation of any provision of this Agreement including, but not limited to, AmTrust's ***Terms of Service***, the ***Privacy Policy***, or the ***EULA***. AmTrust reserves the right to charge a clean-up fee of \$50 per spam message complaint received by AmTrust arising from User's mailing list. User shall pay for all fees and charges incurred prior to termination or cancellation. Either AmTrust or User can terminate services at any time for any reason or for no reason. In such event, AmTrust will not refund User a pro-rata portion of any amounts remaining after such date. For the security and protection of User, User must provide AmTrust a written notice of such termination or cancellation by utilizing AmTrust's cancellation form. Upon acceptance of the cancellation by AmTrust, a confirmation email will be sent to User acknowledging the cancellation date.

**Termination for Cause:** Either party has the right to terminate this Agreement if (i) the other party breaches any material term or condition in the Agreement and fails to cure such breach within fourteen (14) days after receipt of written cure notice; (ii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors if such petition or proceeding is not dismissed within sixty (60) days of filing.

**Effect of Termination:** Upon the effective date of the expiration or termination of the Agreement: (i) AmTrust will immediately cease providing the Services pursuant to this Agreement; and (ii) any and all payment obligations of the User under this Agreement will become immediately due and payable.

**Survival:** The following sections shall survive any termination of this Agreement:

**Compliance with Laws**

**Breach of Warranties**

**Authorization Regarding Practices**

**User Liability and Responsibility**

**SPAM**

**Linking to Our Website**

**Disclaimer of Warranties**

**Limitation of Liability, Indemnification, Governing Law, Arbitration**

**Term and Terminations**

**Marketing**

**Miscellaneous**

**MARKETING**

**Marketing:** AmTrust may reference User by trade name and trademark in AmTrust's marketing materials and on AmTrust Online and AmTrust's website.

**MISCELLANEOUS**

**Modifying this Agreement:** We may revise and update these *Terms of Service*, the *Privacy Policy*, or the *EULA* from time to time in our sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted above.



Your continued use of the Services following the posting of revised ***Terms of Service*** means that you accept and agree to the changes. You are expected to check this page frequently when browsing and each time you access the Services so you are aware of any changes, as they are binding on you.

**Separate Entities:** Nothing in this Agreement will be construed to imply a joint venture, partnership, agency relationship, employer-employee, or between the parties. AmTrust and User are separate and independent legal entities and contractors.

**Assignment:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party except if such assignment or transfer is to an entity acquiring all or substantially all of a party's assets by merger or purchase. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**Force Majeure:** Each party will not be in default of or considered to have breached its obligations under this Agreement to the extent its performance is delayed or prevented by causes beyond its control including, but not limited to, acts of God, earthquakes, floods, embargo, riots, terrorism, sabotage, acts of war, labor strikes, network outage, utility or transmission failures, fire, or labor disturbances.

**Non-Solicitation:** During the term of this Agreement and for a period of one year thereafter, each party agrees that it will not, directly or indirectly, without the other party's written consent, solicit or attempt to solicit for employment any persons employed by the other party. This provision shall not restrict the right of either party to solicit or recruit in the media or the Internet.

**Severability:** In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of the Agreement will remain in full force and effect.

**Notices:** All notices called for under this Agreement shall be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial overnight courier, to the recipient's address set forth in the Agreement or to such other address or addresses as either party may specify in writing to the other. Notice will be deemed given the date of personal delivery, the third business day after mailing, or the next business day after delivery to such via courier.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and may only be modified by an instrument in writing signed by both parties. This Agreement supersedes and cancels any and all prior proposals (oral or written), understandings, representations, conditions, warranties, covenants, and any other communications between the parties which relate to the subject matter of this Agreement.