

# **Mason & Mason Technology Insurance Services, Inc.**

## **Web Site Terms of Use Agreement**

This Terms of Use Agreement ("Agreement") constitutes a valid, binding contract between you, on the one hand, and Mason & Mason Technology Insurance Services, Inc. ("MMTIS"), a Massachusetts corporation, on the other hand with respect to the use of this website (the "Site"). The products and services of MMTIS are provided subject to compliance with the terms of this Agreement and any additional terms that may be required for specific products and services. Your use of this Site signifies and constitutes your acceptance of this Agreement. Please read this Agreement carefully as it forms a binding contract between you and MMTIS. If you do not agree with the Terms and Conditions stated herein, you must exit the Site immediately and may not use or access the Site or print or download any materials from it. You may use and access the Site only in accordance with the Terms and Conditions contained herein. The Site is not designed for or directed to children.

### **Trademark Information**

The product and service names of others referenced on the Site may be trademarks and/or service marks of their respective companies. MMTIS's trademarks and/or service marks may not be used publicly except with express written permission from MMTIS, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits MMTIS.

### **Copyright**

All content included on this Site, such as text, graphics, logos, button icons, images, downloadable materials, data compilations, and software, including all object and source code (collectively, "Materials"), is the property of Mason & Mason Technology Insurance Services, Inc. or its content suppliers and is protected by United States and international copyright laws. The compilation of all content on the Site is the exclusive property of Mason & Mason Technology Insurance Services, Inc. and protected by United States and international copyright laws as copyright 2009, Mason & Mason Technology Insurance Services, Inc. All rights reserved.

### **Territorial Restrictions**

This website is not intended as a solicitation for insurance in any state where MMTIS is not licensed. Currently MMTIS is licensed in the states listed in Appendix A. If the entity you are seeking insurance coverage for is not incorporated in or does not have its headquarters located in one of the states listed in Appendix A, please contact us and we can refer you to a licensed associated broker.

All materials on this Site are presented solely for the purpose of obtaining and providing insurance information, insurance quotes and insurance purchase for business entities in the states listed in Appendix A.

### **Use of Site and License**

Your use of the Site is at the sole discretion of MMTIS, which may deny you further use of the Site at any time, for any reason, with or without cause. Your use of the Site, registration, or ordering of products via the Site does not entitle you to continue to use the Site. In order for us to provide an insurance quote and any other services through this site, you must provide true, accurate and current information about yourself as prompted by the Site. MMTIS is not responsible for transactions resulting from information you provide that is untrue, inaccurate, not current or incomplete or fraudulent. Your use of the Site must always comply with applicable law.

MMTIS grants you a limited license to access and make use of the Site and not to download (other than page caching or downloading an archival copy of your own policy information) or modify it, or any portion of it, except with express written consent of MMTIS. This license does not include any resale or commercial use of this Site, or its contents, any derivative use of this Site, or its contents, or any use of data mining, robots, or similar data gathering and extraction tools. Neither the Site nor any portion of the Site may be reproduced, sold, visited or otherwise exploited for any commercial purpose without the express written consent of MMTIS. You may not without the prior written approval of MMTIS: (a) frame or utilize framing techniques in connection with the Site or its contents; (b) use any meta tags or any other "hidden text" using MMTIS's name or marks; (c) link to any page other than the homepage (i.e., no deep-linking); (d) modify the Materials or use them for any commercial purpose, or any public display, performance, sale or rental; (e) remove any copyright or other proprietary notices from the Site or Materials; (f) transfer the Materials to another person; (g) decompile, reverse engineer, or disassemble any software Materials; or (h) circumvent any encryption or other security tools used anywhere on the Site. Any unauthorized use of the Site or its contents terminates the permission or license granted to you by MMTIS to use and access the Site. In addition, violators may be prosecuted to the full extent of the law.

### **Site Not An Insurer**

The information contained in this Site presents only a general description of the insurance coverage you may choose to purchase. The coverage provided to you is governed by the terms and conditions of the insurance policy as issued by the insurer, not MMTIS. In situations where the information on this site differs from that provided in the insurance policy, the insurance policy's terms and conditions shall prevail. The purpose of this Site is to provide an efficient means to effect coverage. MMTIS does not recommend or endorse this policy or insurer as suitable for your particular purpose. NEITHER MMTIS NOR ANY OF THE OWNERS OR OPERATORS OF THIS SITE ARE INSURANCE CARRIERS AND IN NO WAY SHALL THE INFORMATION PROVIDED ON THIS SITE CREATE ANY RELATIONSHIP BETWEEN YOU AND MMTIS OR THE OWNERS AND OPERATORS OF THIS SITE OTHER THAN THAT OF AN AGENT OR BROKER IN THE EVENT YOU PURCHASE INSURANCE COVERAGE THROUGH THIS SITE.

### **Links to Other Sites**

The Site may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by MMTIS of the contents on such websites. MMTIS is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of the materials on such sites. If you decide to access linked third party websites, you do so at your own risk.

### **Data Accuracy and Access**

MMTIS encourages you to take full advantage of the information available on this Site. We will store the information you provide, including billing, mailing and e-mail address as well as your order history. We may use the information you provide to electronically send you information related to this Site. Please refer to our Privacy Policy to learn about what information MMTIS collects and why. In consideration of your use of the Site, you agree to:

1. Provide true, accurate, current and complete information about yourself and your company as prompted by the Site; and
2. Maintain and promptly update the information to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or MMTIS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete,

MMTIS has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

When you submit a quote for binding on our web site, you will be issued a unique reference number. We urge you to keep this reference number in a safe place and to not divulge it to anyone. Using your email address along with this reference number, you will be able to retrieve quotes. Also remember to sign off your account and close your browser window when you have finished your visit. This is to ensure that others cannot access your account, especially if you are sharing a computer with someone else. By accepting this Agreement, you agree to each of the following:

1. To not give out your reference number to any other person. MMTIS may rely on your reference number to identify you when providing services to you; and
2. To notify MMTIS immediately if you suspect that your reference number has become known to any unauthorized person.

Please be aware that the policy regarding the unauthorized use of your reference number is very different from the policy your bank or credit card issuer may have regarding unauthorized use of your credit card or ATM card. Unlike the bank, MMTIS is not required to, and will not, insure you against the unauthorized use of your reference number. You are responsible for the order placed via the Site using your reference number, regardless of the size or cost of the order.

#### **Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS MMTIS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON THE NEGLIGENCE OF MMTIS, ARISING FROM OR RELATED TO YOUR USE OF THE SITE, THE MATERIALS IT CONTAINS, THE USE OF YOUR REFERENCE NUMBER TO ACCESS OR USE THE SITE, AND ANY SITES LINKED TO THIS SITE.

#### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MMTIS EXPRESSLY DISCLAIMS 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.
2. MMTIS MAKES NO WARRANTY THAT:
  - A. YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
  - B. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR
  - C. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE

DOWNLOAD OF ANY SUCH MATERIAL.

4. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MMTIS OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **Limitations and Exclusions of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MMTIS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MMTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

1. THE USE OR THE INABILITY TO USE THE SITE;
2. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
3. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
4. ANY OTHER MATTER RELATING TO THE SITE.

IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE. NOTWITHSTANDING THE FOREGOING, MMTIS LIABILITY TO YOU SHALL BE LIMITED IN ALL INSTANCES TO THE TOTAL SUM OF ALL NET COMMISSIONS RECEIVED BY MMTIS IN CONJUNCTION WITH THE PRODUCT PURCHASED THROUGH THIS SITE, BUT IN NO CASE SHALL SUCH AMOUNT EXCEED \$1,000. YOU FURTHER AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST MMTIS ARISING OUT OF THE USE OF THE SITE.

MMTIS SHALL NOT BE HELD LIABLE FOR ANY REPRESENTATIONS ON THIRD PARTY SITES IN RELATION TO THE INFORMATION PROVIDED IN THIS SITE. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **Modification of Agreement**

MMTIS may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon its posting on the Site and shall replace any prior terms which are inconsistent. When this Agreement is modified, a notification will be posted on the home page of this site. You agree that you will be bound by this Agreement, however and whenever it is updated, revised, supplemented, modified, or amended, whether you have actual or constructive notice of, and whether you have used or continue to use the Site after, the updates, revisions, supplements, modifications or amendments. Unless accepted by MMTIS in writing, these Terms and Conditions may not be amended by you.

#### **Export Control**

You agree and acknowledge that Materials on this Site may be subject to the U.S. Export

Administration Laws and Regulations. Diversion of such Materials contrary to U.S. law is prohibited. You agree that none of the Materials is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for proscribed activities.

### **Severability**

If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

### **Governing Law and Venue**

This contract is fully performable in Plymouth County, Massachusetts. This Site and all Materials contained herein have been created and/or are controlled by MMTIS from its offices in Whitman, Massachusetts. As such, the validity and enforcement of these Terms and Conditions shall be governed by the laws of Massachusetts without reference to its choice of law principles. In the event of any dispute between you and MMTIS in connection with this Site, any of the Materials contained herein, or any relationship between you and MMTIS, you agree to submit to the exclusive jurisdiction of the state and federal courts for Plymouth County, Massachusetts and agree to waive any defenses based on lack of personal jurisdiction. No waiver of MMTIS shall be deemed a waiver of any subsequent default of the same provision of these Terms and Conditions. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from these Terms and Conditions. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of these Terms and Conditions. These Terms and Conditions constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of the terms and conditions upon which you may access and use the Site. These Terms and Conditions shall take precedence over any other documents that may conflict with them regarding your access and use of the Site. MMTIS makes no representation that this Site or any of the Materials contained herein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access this Site from such locations do so on their own initiative and are solely responsible for compliance with all applicable local laws.

### **Contact Information**

If you have a comment, question or request, or if you need to contact MMTIS for any other reason, there are three easy ways to do so.

(a) E-mail: You can e-mail MMTIS at [info@m-mins.com](mailto:info@m-mins.com)

(b) Telephone: You may call MMTIS at 1-781-447-5531. If you call after normal business hours, please leave a message including your name, company and telephone number. An insurance advisor will get back to you as quickly as possible. Normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

(c) U.S. Mail: Send mail to MMTIS at:

Mason & Mason Technology Insurance Services, Inc.  
458 South Avenue  
Whitman, MA 02382