



ONLINE TERMS OF USE

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Binding Arbitration. These Terms of Use provide that all disputes between you and Company will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled [Dispute Resolution; Arbitration Agreement](#) for the details regarding your agreement to arbitrate any disputes with Company.

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2. SITE SECURITY

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law. Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not

to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

3. ACCURACY AND INTEGRITY OF INFORMATION; COLORS

Although Company attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Company so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Company shall have no responsibility or liability for information or Content posted to the Site from any non-Company affiliated third party.

4. ACCESS TO SITE; INDEMNIFICATION

Where access to the Site or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by Company. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by Company at any time with or without cause. You agree to defend, indemnify and hold Company harmless from and against all third party claims, damages and expenses (including reasonable attorneys fees) against or incurred by Company arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

5. LINKS TO OTHER SITES

Company makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Company site, please understand that it is independent from Company, and that Company has no control over the Content on that website. In addition, a link to a non-Company website does not mean that Company endorses or accepts any responsibility for the Content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

6. DISCLAIMER OF WARRANTIES

COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-

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WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY COMPANY ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES.

7. LIMITATION OF LIABILITY REGARDING USE OF SITE

COMPANY AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF COMPANY TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS).

8. DISPUTE RESOLUTION; ARBITRATION AGREEMENT.

We will try work in good faith to resolve any issue you have with Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Company agree that any dispute, claim or controversy arising out of or relating in any way to your use of the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing,

the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Company.

If you desire to assert a claim against Company, and you therefore elect to seek arbitration, you must first send to Company, by certified mail, a written Notice of your claim ("Notice"). The Notice to Company should be addressed to: Weston Insurance Management, LLC, Attention: General Counsel, P.O. Box 142057, Coral Gables, FL 33114 ("Notice Address"). If Company desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Company, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Company may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after Company receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Company and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Company's last written settlement offer made before an arbitrator was selected (or if Company did not make a settlement offer before an arbitrator was selected), then Company will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that

affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Leon County, Florida.

9. REVISIONS; GENERAL

Company reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Company and you pertaining to the subject matter hereof. In its sole discretion, Company may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.