



## Sayata Platform Terms & Conditions.

Effective Date: April 10, 2022

These Platform Terms & Conditions ("**Terms**") are a legal agreement between you and Sayata US Insurance Services, Inc. ("**Sayata**"). By accessing the Sayata Labs online quote-and-bind platform (the "**Platform**"), you agree to, and are bound by, these Terms.

**THESE TERMS CONTAIN PROVISIONS THAT LIMIT SAYATA'S LIABILITY TO YOU AND, IF YOU ARE A U.S. RESIDENT, REQUIRE YOU TO RESOLVE ANY DISPUTE WITH SAYATA THROUGH ARBITRATION, WITHOUT A JURY TRIAL, ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION.**

PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT USE THE PLATFORM.

### **1. Additional Terms; Conflicts**

Your relationship with Sayata and use of services related to the Platform may be subject to additional terms, such as those included in any Broker Agreement or other similar agreement you may have with Sayata. With the exception of Sections 9, 10, 11, and 12 of these Terms, to the extent of any conflict between these Terms and the terms of any other agreement with Sayata, the terms of that other agreement will control.

### **2. Changes to these Terms**

Sayata may, in its sole discretion, modify or replace any part of these Terms at any time. Your continued use of or access to the Platform following the posting of any changes to these Terms constitutes acceptance of those changes.

### **3. Use of Platform**

Subject to your compliance with these Terms, Sayata grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to use the Platform for your legitimate business purposes related to your relationship with Sayata. As a user of the Platform, you agree to the following:

- a. Account Use.** To make use of certain features of the Platform, you are required to have an account. You agree to monitor your account, maintain the confidentiality of your password, and accept full responsibility for any unauthorized use of your account or password. You agree to (i) notify us immediately of any unauthorized use of your account or password or any other breach of security and (ii) exit from your account at the end of each session. Sayata is not responsible for third-party access to your account that results from theft or misappropriation of your account or password (if applicable). We reserve the right to delete or change your account, or any username or password associated with your account, at any time and for any reason upon notice to you.



- b. Information Submitted.** You are solely responsible for the information and content you provide or make available through your use of the Platform (“**User Information**”). You represent and warrant that to the best of your knowledge, your User Information is accurate, current, and complete, and does not and will not breach any agreement, violate any law or infringe any third party’s rights. You have the right to, and agree to, grant to Sayata an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display, distribute, prepare derivative works of, or incorporate into other works, such User Information (subject to Sayata’s Privacy Policy and the terms of any agreement you have with Sayata). Sayata does not accept unsolicited ideas, works or other materials and you acknowledge that you are responsible for, and bear all risk as to the use or distribution of, any such ideas, works or materials.
- c. Illegal Use Prohibited.** You will not use the Platform for any illegal, disruptive, or abusive purpose, including to: (i) take any action that imposes an unreasonable load on the infrastructure, (ii) use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any activity being conducted on the Platform, (iii) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Platform, (iv) delete or alter any material posted on the Platform, (v) frame or link to any of the materials or information available on the Platform, or (vi) transmit any material that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. You will only use the Platform in accordance with federal, state and local laws.
- d. Personal Use Prohibited.** You will only use the Platform for a bona fide business purpose. You will not use the Platform for personal, family or household purposes. You may not use the Platform to obtain information about or make decisions about anyone but yourself and/or your business.
- e. Age.** You must be eighteen (18) years of age or older and capable of entering into legally binding contracts under applicable law.

Your failure to comply with the provisions of this section may result in the termination of your account and/or your access to the Platform and may expose you to civil and/or criminal liability. Sayata reserves the right to take any action it deems necessary to protect the safety, security, and integrity of the Platform and its users.

#### 4. Proprietary Rights

Sayata (or its licensors) is the owner of all rights in and to the Platform, including all information, software, text, displays, images, audio, design, selection and arrangement thereof (“**Content**”). The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws.

You expressly acknowledge and agree that, other than User Information, Sayata and its affiliates, licensors and partners and their respective successors and assigns (collectively, “**Sayata and Related Parties**”) retain sole and exclusive ownership of all worldwide right, title and interest, including all copyrights, patent rights, trade secret rights, and other intellectual property and proprietary rights, in and to the Platform and Content. Other than a limited license to use the Platform, you have and acquire no other right or license with respect to the Platform or any portion or component thereof. Unless expressly authorized by applicable law or in writing by Sayata, you may not copy, reproduce, publicly perform or display, transmit, modify or otherwise create derivative works from, sell, distribute, or otherwise make unauthorized use of the Platform or any portion or component thereof. Sayata and Related Parties reserve all rights not expressly granted herein. There are no implied rights or licenses granted to you under these Terms.

For the avoidance of any doubt, the records, use and control of expirations and renewals of the “Insurance Business” placed under a Broker Agreement signed between you and Sayata (the “Broker Agreement”), are and shall remain the sole and exclusive property of the Wholesale Broker, as defined in the Broker Agreement, and in accordance to the terms set forth in such an agreement.

#### 5. Data Privacy

Please refer to your agreement(s) with Sayata for information about how Sayata uses and discloses the personal information it collects about you.

#### 6. Linked Sites

The Platform may contain links to websites of third parties that are not under the control of Sayata. Sayata is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. Sayata makes no warranties, either express or implied, concerning your use of or inability to use such sites, the suitability or legality of such sites, or that such site is devoid of viruses or other contamination.

#### 7. General Disclaimer

Your use of the Platform is at your own risk. Neither Sayata nor its affiliates or subsidiaries (together, the “**Sayata Parties**”) will be liable to you or anyone else for any harm to you or others resulting from the use of the Platform.



## **8. No Representations or Warranties**

SAYATA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE PLATFORM AND CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. Sayata shall not be subject to liability for the truth, accuracy or completeness of the Platform and Content or any other information conveyed to the user or for errors, mistakes or omissions therein or for any delays or interruptions of the data or information stream from whatever cause. You agree that you use the Platform and Content at your own risk. Sayata does not warrant that the Platform will operate error free or that the Platform, their servers, or the Content are free of computer viruses or similar contamination or destructive features. If your use of the Platform and Content results in the need for servicing or replacing equipment or data, Sayata shall not be responsible for those costs.

THE PLATFORM AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. SAYATA HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS.

WE MAKE NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES OF ANY KIND AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DO WE MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES OF ANY KIND AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT OF ANY KIND. You understand that we are not a broker or dealer in securities, and not an investment or financial advisor.

## **9. Limitation of Liability**

IN NO EVENT WILL THE SAYATA PARTIES BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PLATFORM OR CONTENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR GOODWILL, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES OR CONTENT, EVEN IF SAYATA KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. Release**

You hereby release and forever discharge the Sayata Parties (and their respective officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Platform and Content.

If you are a California resident, you hereby waive California Civil Code 1542 in connection with the foregoing, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**11. Mandatory Arbitration; Waiver of Jury Trial and Class Actions; Limitation to File Claims**

- a. Mandatory Arbitration.** Any controversy or claim arising out of or relating to these Terms or the breach, termination or validity thereof shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) and conducted by a panel of three (3) arbitrators in accordance with the AAA’s Commercial Arbitration Rules (“Rules”). The arbitration shall be governed by the Federal Arbitration Act, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor any of the arbitrators may disclose the existence, content, record or results of an arbitration.

The arbitration will be subject to the following rules and procedures:

- The arbitrators shall be executives or former executives of U.S. insurance companies. Within thirty (30) days of the commencement of the arbitration, each party shall select one person to act as a party-appointed arbitrator, and the two party-appointed arbitrators shall select a third arbitrator within fifteen (15) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, each of them shall name a nominee and the decision shall be made by the drawing of lots by a disinterested person.
- Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitration panel (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing.
- The arbitration panel may award only monetary relief and is not empowered to award damages other than compensatory damages.
- Judgment may be entered upon the award of the arbitration panel in any court having jurisdiction thereof.
- Each party shall bear the expenses of its own arbitrator and shall bear jointly and equally with the other party the expense of the third arbitrator. The remaining costs of the arbitration proceedings shall be allocated by the arbitration panel. In the event of subsequent actions or proceedings to enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney’s fees.



- Any arbitration proceedings shall take place in Boston, Massachusetts or such other place as mutually agreed by the parties.

**b. Waiver of Jury Trial and Class Actions.** BY ENTERING INTO THESE TERMS, YOU AND SAYATA ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

**c. Limitation to File Claims.** YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST SAYATA ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OR BE PERMANENTLY BARRED.

## **12. Indemnification**

You agree to indemnify, defend and hold harmless Sayata, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (i) your use of or inability to use the Platform, (ii) your violation of these Terms or your violation of any rights of a third-party, or (iii) your violation of any applicable laws, rules or regulations. Sayata reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sayata in asserting any available defenses.

## **13. Consent to Electronic Communications**

Subject to Sayata's other agreement(s) with you, if any, Sayata may use your email address to send you messages notifying you of important changes to the Platform. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Platform.

Because Sayata operates on the Internet, it is necessary for you to consent to transact business with us electronically. We also need you to consent to giving you certain disclosures electronically, either via the Platform or to the email address you provide to us. By agreeing to these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Platform.

## **14. Term and Termination**

Sayata may terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate these Terms, you may simply discontinue using the Platform. Sayata can terminate these Terms immediately as part of a general shut down of our business or other lawful reason. Sections 7, 8, 9, 10, 11, 12 and 15 of these Terms and any of the licenses granted by you to us in these Terms will survive the termination of this Terms.





## 15. General Provisions

- a. **Controlling Law and Jurisdiction; Injunctive Relief.** These Terms shall be governed by the laws of the State of Massachusetts, without regard to conflict of law principles. You acknowledge and agree that any violation of these Terms may cause Sayata irreparable harm, and therefore agree that Sayata will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that Sayata may have for a breach of these Terms.
  
- b. **Miscellaneous.** These Terms constitute the entire agreement between you and Sayata regarding the use of the Platform, superseding any prior agreements between you and Sayata related to your use of this Platform (including, but not limited to, any prior versions of these Terms). The failure of Sayata to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. In the event any of the terms or provisions of these Terms shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect.