



Generals Terms & Conditions Effective as of 01/01/2019

Nsure Insurance Agency, Inc, a Florida corporation, with offices at 6501 Congress Ave STE 300, Boca Raton, FL 33487 ("Nsure", "Company", "we" or "us") provides services through the website located at www.nsure.com ("Website"), and interacts with individuals by phone, email, newsletters or other means (collectively "Service").

This Terms & Conditions ("T&C") govern the use of all parts of the Service. In this document "individual", "user" or "you" means any individual who uses our Service as a visitor, or a Registered User (defined below).

These T&C only apply to the Service (i.e. the provision of information about available insurance coverage). It is separate from the terms under which each individual purchases insurance coverage, which are set forth in the insurance disclosure documents that are provided by the insurance carrier subsequent to the insurance being bound either electronically or in other form.

1.Consent

By accessing, browsing, or using the Service you acknowledge that you have read and understood these T&C, and you agree to be bound by these T&C, our Privacy Policy and all other operating rules, policies and procedures that may be published from time to time on Website (collectively the "Terms"). If you do not agree, please do not use the Service.

Changes to these Terms

We may revise the Terms from time to time in accordance with applicable law. Changes will be posted prominently on the Website. Please check this page frequently to stay aware of any changes. All changes will apply to all uses of the Service after the effective date of the updated Terms. If you continue using the Service after that date, this will mean that you have agreed to the new Terms. If any proposed change is unacceptable to you, please cease using the Service, and inform us of the termination by contacting us as indicated in the "How to Contact Us" section below.

2.Notice Regarding Dispute Resolution

These T&C contain provisions that govern how disputes are resolved (see Section 18 below), including an agreement to arbitrate disputes, which will, require you to submit claims to binding arbitration, unless you opt-out in accordance with Section 18 or unless an exception applies.

If you do not opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

3. Privacy and Security

Our Privacy Policy is incorporated into these Terms and governs the use of any personal information collected from or through the Website or Service. The Privacy Policy is part of these T&C. When you agree to the Terms, you agree to be bound by the Privacy Policy.

4. Definitions

An **"Applicant"** is an individual who has provided contact information or filed out an application form, in order to receive a quote or other services.

"Business Partner" means an insurance carrier, licensed agent, or other vendor with whom we share information in connection with the operation of the Service.

"Content" means the text, documents, information, data, articles, images, photographs, graphics, artwork, design, logos, Marks, content, compilations, computer code, software, applications, video recordings, audio recordings, sounds, designs, features, and other material contained or presented on or through the Service, registered user login details and profile, and any combination thereof that is posted on, or available through the Service.

"Marks" means trademark, trade name, service mark, trade dress, logo, custom graphics, icon and domain name that Company uses on or in connection with the Service.

A **"Registered User"** is an individual who has provided information in order to receive a quote for an insurance product or has purchased an insurance product through the Service.

"Service" includes the Website, Content, and other products and services provided by Company on or through the Website or otherwise.

"Submission" means any data, questions, comments, suggestion, text, document, information, articles, image, photograph, graphic, artwork, design, logos, material, trade name, trade mark, compilation, computer code, software, application, video recording, audio recording, sound, design, feature, and other material contained that a user sends or uploads to the Website in any manner, electronically or otherwise. "Personal information" and/or "Insurance Information" that a user provides as part of seeking insurance are not deemed a "submission."

The terms "Personal Information" and "Insurance Information" are defined in our Privacy Policy.

5. General Terms

Condition of Use

As a condition of your use of the Service, you warrant that:

- You are at least 18 years of age;
- You possess the legal authority to create a binding legal obligation;
- You will only use the Service in accordance with the Terms and with applicable laws; and
- All information that you will supply to the Service will be true, accurate, current, and complete.

Modifications to the Service

Company reserves the right to suspend, amend or terminate the Service in its sole discretion and without prior notice. We will not be liable if, for any reason, all or any part of the Service is unavailable at any time or for any period. Any such suspension, amendment or termination will not affect or alter, the scope of the insurance product that have been purchased and paid in full before such suspension, amendment or termination

Errors, Inaccuracies, and Omissions

The Service may contain typographical errors, inaccuracies, or omissions. We reserve the right, at any time without prior notice, to correct any errors, inaccuracies or omissions, and to change or update information if any Content is inaccurate.

6. Management of the Service

We reserve the right, but do not undertake the obligation to:

- Monitor or review the Service for violations of these Terms and for compliance with our policies;
- Report to law enforcement authorities and/or take legal action against anyone who violates these Terms;
- Refuse, restrict access to, or remove, delete, edit or disable any Submission or any portion thereof;
- Manage the Service in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Service;
- Screen users, or attempt to verify the statements of our users; and/or
- Monitor disputes between you and other users or to terminate or block you and other users for violating these Terms.

Viruses

We make reasonable attempts to exclude viruses from the Website, but cannot ensure that the Website will, at all times, be free from viruses or other destructive software. You are urged to take appropriate safeguards before downloading information from the Website. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Website or downloading anything from the Website.

Outages

We use reasonable commercial efforts to keep the Website available on a 24-hour-a-day / 7-day-a-week basis, subject to necessary scheduled downtime for scheduled or unscheduled maintenance, and system outages. We cannot promise that access to the Website will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.

Changes; Access Restrictions

Any aspect of the Website may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. We make no commitment to update the information contained on the Website. We may also, at any time, in our sole discretion, establish or change general practices and limits concerning certain services, refuse to allow access to the Website to any person or entity; remove or modify any Content or Submission; or change our eligibility criteria. We shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance.

Errors

The Content is intended for information purposes only. You are responsible for evaluating the accuracy, completeness, and usefulness of any Submission, opinion, advice, or other Content available through the Service or obtained from a linked site. You should not take any action based on Submissions, or other third-party information on the Service.

Copyright Infringements

We respect the intellectual property rights of third parties and want to ensure that the Service does not contain any Content that infringes the copyright of a third party. If you believe that our Website displays or makes available Content that violates your copyright rights, please contact us. We will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act.

Inbound Links

We welcome links from a third party site ("TPS") to the homepage of the Website, through a plain text link, provided that (a) the TPS ceases providing a link to the Website if we so request the TPS to do so; (b) the TPS does not imply that we are endorsing any of the TPS products or service or is affiliated with the TPS, (c) the TPS does not present Nsure in a false light, or provide misleading or false information about Nsure or the Service, (d) the TPS does not remove or obscure the copyright or other notices on the Website; (e) the TPS does not use any trademark of Company; and (f) the TPS does not replicate, frame or mirror any Content or other material displayed on the Website. We reserve the right to require each TPS to remove any link to the Website, in our sole discretion.

Availability of Content, Products or Services

Company does not imply that the Content, or the products or services that its presents on the Website are available for use in jurisdictions other than those in which it is licensed to do business, or that it is soliciting business in any such jurisdictions. Company does not represent that these Content, products or services will remain available to you or that you will qualify to acquire them.

7. Third Party Sites

The Website may provide links to websites that are operated by other entities, under separate terms of use, privacy policies, and other rules than those that apply to Nsure. We encourage you to read the legal terms and privacy notices for each such website. These other terms and notices will apply to you when you use these third-party website or services. We do not control such third-party websites and are not responsible for their contents or their practices or for any loss or damage that you may incur from dealing with any third party found through the Website. Your use of any such third-party website is at your own risk. You should take appropriate precautions to ensure that whatever links you select or software you download provides accurate and complete information and is free of items of a destructive nature.

8. Intellectual Property Rights

Ownership Rights

The Service is protected by US and foreign copyright, trademarks, trade secrets, patents, and other intellectual property laws and other applicable laws worldwide. The Service is owned and operated by Company. Company, its affiliates, Business Partners and/or licensors own all right, title and interest, including all copyright, trademark, trade secrets, patent, and other intellectual property rights in all Content and Marks displayed or available on the Website. The Content is intended for the use of individuals and businesses that are researching consumer directed insurance products or services. Any reproduction, distribution or other use of Content from the Website for any commercial or non-personal purposes is prohibited.

Trademarks

The Marks that are displayed on the Service are registered or unregistered trademarks and service marks of Nsure, its affiliates or licensors. They may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from Nsure, the relevant Business Partner or licensor, or third party, except as an integral part of an authorized copy of the relevant Content.

License

Subject to your compliance with the Terms, Nsure grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access and use the Service, print or download any Content only for your personal use and not for any commercial purpose, for lawful purposes, only in connection with your permitted use of the Service, and only for performing the functions intended to be performed when using the Service features. You must retain all copyright, trademark, and other proprietary notices included in the Content.

We reserve all right, title and interest (including all copyright, trademarks, trade secrets, patents, and other intellectual property rights) in the Service and Content other than the licenses that are expressly granted in these Terms.

You may use the Service and the Content only as expressly stated in these Terms. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of, the Service. You must not delete or alter any copyright, trademark and/or other proprietary rights notices displayed on the Service. If you wish to use any part of the Service other than as set out in the Terms, please address your request to us as indicated in the How to Contact Us section. If you violate the Terms, your license to use the Service will cease immediately and you will be required, at our discretion and at your cost, to return or destroy any copies of the Content that you have made.

9. Prohibited Uses

General Prohibitions

You may not do any of the following without our prior, express, written consent, or by bypassing any measures that we use to prevent or restrict access to the Website:

- Use the Service to infringe upon or violate Company's intellectual property rights or the intellectual property rights of others; or in any manner that could affect the functionality or the operation of the Service.
- Use any manual or automated process to monitor or copy any of the Content without our prior written consent; and from attacking the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Modify, copy, distribute, transmit, post, display, perform, reproduce, publish, sell, license, rent, lease, loan, transfer, assign, reverse engineer, edit, adapt, create derivative works from, the Website, any Content or products or services obtained from or through the Website.
- Make or attempt to make any commercial use of the Service, the Content, or any Company product or service.

Specific Prohibitions

You may not, without our prior, express, written consent, or by bypassing any measures that we may use to prevent or restrict access to the Website:

- Access, monitor or copy any Content using any robot, spider, scraper or other automated or manual process for any purpose;
- Violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- Deep-link to any portion of the Website for any purpose;
- "Frame," "mirror" or incorporate any part of the Service into any other website;
- Use the Service for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Service;
- Delete or modify any of the Content or Submissions;
- Access another registered user's account;
- Share or encourage others to share a registered user's password with others;
- Stalk, harass, threaten, or defraud another user;
- Spam, hack, or scam other users of the Service;
- Use features of the Service for purposes other than their intended purpose, or exploit programming or other errors for personal gain or to the detriment of others (such as to cause the Website to slow down or be unavailable);
- Decompile, reverse engineer or attempt to derive any source code or underlying ideas or algorithms within the Website, except if specifically permitted by law;
- Use the Service other than for private, non-commercial use;
- Interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service or use the Website in any manner that, in our sole discretion, could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Website, through hacking, password mining or any other means, or attempt to obtain any Content or information through any means not intentionally made available through the Service; or
- Use any of our logos, names, trademarks, or service marks, including, without limitation, as metatags or hidden text.

10. Communications by Us

Electronic Communications, Agreements, Notices, and Disclosures

You agree that all agreements, notices, disclosures, and other communications that we send to you electronically will satisfy any requirement that such communication be in writing and, to the extent intended, such communication will be an enforceable and binding term or amendment to this agreement.

Commercial Communications

We may send you commercial communications, such as e-mail newsletters, notice of new products or services, offers, etc. You may opt out of receiving these types of communications by selecting the "opt out" or "unsubscribe" link in the respective e-mail, or by contacting us as indicated in the How to Contact Us section.

11. Submissions

All Submissions will be treated as non-confidential and non-proprietary. We reserve the right to post your Submissions on the Website, and to remove them in our discretion.

By sending a Submission, you:

- Grant Company a perpetual, royalty free, sublicensable, transferable, irrevocable right and license to (i) use, reproduce, modify, summarize, adapt, translate, transmit, disclose to third parties, distribute, publish, publicly display and perform, broadcast, post, or create derivative works from, your Submission throughout the world, in any media, now known or hereafter devised; and (ii) use any ideas, concepts, techniques, or know-how contained in your Submission for any purpose, including but not limited to developing, manufacturing, and marketing products and services;
- Agree never to assert against Company, its successors or assigns, any rights that you may have in such Submission;

- Represent and warrant that you own the content, or have the necessary licenses, rights, consents, and permissions to post the Submission on the Website and allow others to use such Submission as described in these Terms;
- Represent and warrant that your Submission does not violate any person’s privacy rights, publicity rights, intellectual property rights (including without limitation copyrights) or contract rights;
- Represent and warrant that you have the written consent, release, and/or permission of each identifiable individual in any Submission to use the name or likeness of each such person, and to enable inclusion and use of the Submission in the manner contemplated by these Terms.
- Acknowledge that you are solely responsible for your own Submission and the consequences of posting such Submission.

Prohibited Submissions

You are prohibited from uploading, posting, transmitting, or making available to or from the Website any Submission that:

- Is or may be viewed by others as inappropriate, offensive, defamatory, libelous, embarrassing, inflammatory, harassing, hateful, racially or ethnically insulting, threatening, obscene, sexually explicit or suggestive, pornographic, derogatory or discriminating against others such as minorities, women, children, people with certain physical or mental handicaps, or discussing, promoting, or depicting any form of abuse of a human or an animal, such as child abuse or exploitation, or animal cruelty, or unlawful, illegal, false, fraudulent, deceptive, or encouraging conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate;
- Is protected by copyright, trademark, trade secrets, right of privacy, right of publicity unless you are the owner of such rights or have permission from their rightful owner to post the Content and to grant us all of the license rights granted herein;
- Infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party;
- Misrepresents the source or content of the Submission that you upload or post on the Website;
- Contains advertisements or solicit any person to buy or sell products or services
- Contains any commercial Content or material, including, but not limited to, solicitation of funds, solicitation of business or services or other activities;
- Uses or encourages others to use the Service for any illegal purpose;
- Impersonates another person;
- Interferes with the operation of the Website or with any features of the Website, such as security features; or
- Contains software viruses or code intended to harm, damage, or interfere with any software, hardware, equipment, system, data, or other information; or
- Constitute or contains spyware, malware or other computer code, whether on our or others’ computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party.

You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting Submission to the Website.

12. Use of the Restricted Area

Restricted Area of the Website

Nsure runs and operates an area of the Website that is reserved to Registered Users. The Restricted Area provides Registered users with the ability to initiate the purchase of insurance products covering certain vehicles and real property as described on the Website (collectively the “Special Services”) and to receive information related to the insurance products that they have purchased. These Special Services are available only after a Registered User who has accessed the Restricted Area using a login ID and password. Use of the Restricted Area of the Website is subject to all terms above as well as all terms below in this Section 12 [Use of the Restricted Area].

Registered User Account

As a condition of your use of the Restricted Area, you agree:

- To provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “User Information”);
- To maintain and promptly update the Personal Information and Insurance Information to keep it true, accurate, current and complete;
- That you will be responsible for maintaining the confidentiality of your Registered User account;
- That you will supervise and be fully responsible for any use of your account by you and anyone other than you;

Liability

We shall not be liable for any loss that you incur as a result of someone else using your member account, either with or without your knowledge.

Account Access

We reserve the right to refuse registration of or deny access to the Restricted Area or a Registered User account in our reasonable discretion in accordance with applicable law.

Insurance Information

To receive the Special Services, you are required to provide information about you and, as applicable, other individuals for whom you are seeking insurance ("Insurance Information") that is relevant to determining the type of insurance for which you may qualify. This information includes, for example, your name and street address, telephone, information about your vehicle, and other assets for which you are seeking insurance, as requested on the various questionnaires posted on the Restricted Area. If you elect to provide Insurance Information to us, you agree to provide true, current, complete, and accurate information, and not to misrepresent your identity. You also agree to keep this Insurance Information current and up-to-date.

Business Partners

We provide some of our services in cooperation with Business Partners, including but not limited to insurance carriers, insurance agents, and insurance rates. These Business Partners may assist us providing services to our Users and may have access to any Personal Information or Insurance Information you provide to us.

Requests for Quotes or Subscriptions

The Restricted Area allows Users to request to receive quotes and purchase insurance.

If you make a Quote Request, you agree that:

- Any information that you provide in connection with your Quote Request may be used and disclosed as set forth in the Privacy Notice.
- We and our Business Partners may conduct all necessary research with your Insurance Information, for responding to your Quote Request.
- We may contact you by telephone and email at the number and address provided in your Quote Request as needed to discuss the quote or other services meeting your Quote Request. You are free to request that we stop calling you. To do so, please contact us as indicated in the How to Contact Us section.
- If we are not able to provide the service you need, we may transfer your request to a Business Partner who may be able to further assist you. You may request that we refrain from transferring your Insurance Information to a Business Partner. To do so, please contact us as indicated in the How to Contact Us section.

Telephone Communications

If you provide a telephone number in a Quote Request or an application, you provide us with a phone number as set forth in the Privacy Policy.

No Guarantee of Quotes, Fees, Terms, Rates, Coverage, or Services

The Quotes are valid for a limited period as indicated in the quote. We do not guarantee that quotes, fees, terms, rates, coverage, products or services are the best available.

Fees

We do not charge users a fee for access to or the use of the Restricted Area. We receive a fee from Business Partners for the services we provide jointly with them. You acknowledge and agree to this compensation arrangement.

13. Disclaimer of Warranties

Company, its affiliates, business partners and licensors expressly disclaim any representation or warranty that:

- The Service, the Content, or any material posted or uploaded by users are or will be (i) free from errors, inaccuracies, viruses or other harmful components, or (ii) be available to you at all times;
- Information stored on or through the Service will not be lost, hacked or accessed, modified or viewed by unauthorized third parties,

- Communications to or from the Service will be secure and not intercepted,
- the capabilities offered from the Service will be uninterrupted,
- The Content or any other material posted by third parties will be accurate, complete or timely, will not contain typographical errors, will fulfill any of your particular purposes or needs, or will not infringe on any third-party rights;
- Defects will be corrected; or
- The products or services offered through the Service are or will remain available in all jurisdictions.

The fact that Company is including or displaying any Submission, material, product or service from another person on the Service is not an endorsement or a recommendation of the Content, product or service or user Submission. Notwithstanding the foregoing, we may recommend an insurance carrier or product to you.

THE SERVICE, CONTENT, PRODUCTS, SERVICES, AND SUBMISSIONS MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS, AND ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. COMPANY AND ITS AFFILIATES, BUSINESS PARTNERS AND LICENSORS (a) DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SITE OR ANY CONTENT, PRODUCTS AND SERVICES PUBLISHED ON THE SERVICE; and (b) MAKE NO WARRANTY OR REPRESENTATION THAT THE SERVICE WILL BE ACCURATE, COMPLETE, RELIABLE, AVAILABLE, SECURE, ERROR-FREE OR UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WILL MEET YOUR NEEDS OR EXPECTATIONS OR THAT DEFECTS WILL BE CORRECTED.

OTHER THAN THOSE WARRANTIES THAT, UNDER THE LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAWS, AND ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION, COMPANY, ITS AFFILIATES, BUSINESS PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Some jurisdictions may not allow the exclusion of implied warranties. Consequently, some of the above exclusions may not apply to you. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other content.

14. Disclaimer of Liability; Limitation of Damages

COMPANY, ITS AFFILIATES, BUSINESS PARTNERS OR LICENSORS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF PROFIT, REVENUE, DATA, GOODWILL OR USE INCURRED BY YOU OR ANY THIRD PARTY, ARISING OUT OF, OR CONNECTED WITH (a) ANY USE, BROWSING OR DOWNLOADING OF ANY PART OF THE SITE OR CONTENT; (b) ANY DEFECT, OMISSION, ERROR, INTERRUPTION, OR VIRUS, MALWARE OR SPYWARE, ANY CONTENT, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITE, OR ANY SUBMISSION BY ANOTHER USER POSTED ON THE SITE; (c) ANY INABILITY TO USE, DELAY IN USE, OR OTHER FAILURE OF ANY COMPONENT OF THIS SITE FOR ANY PURPOSE, OR (d) THE PERFORMANCE OR NON PERFORMANCE BY COMPANY OR ANY AFFILIATE, BUSINESS PARTNER OR LICENSOR, OR (e) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, OR ANY OTHER DAMAGES ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR DOWNLOADING FROM, THE SITE OR YOUR INABILITY TO ACCESS, USE OR DOWNLOAD FROM THE SITE; WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY THEORIES, OR OTHERWISE, EVEN IF COMPANY, ITS AFFILIATES OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THUS, SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

If, despite the limitation above, Company, or any of its affiliates, business partners or licensors is found liable for any loss or damage that arises out of, or is in any way connected with, any of the occurrences described in the limitation above, then the liability of Company, its affiliates, business partners and licensors will in no event exceed, in the aggregate, the greater of (a) the fees, if any, that you paid to Company in connection with the service that you received from the Service, or (b) ten dollars (US\$10.00). Some jurisdictions do not allow the limitation of liability; thus, the limitations above may not apply to you.

15. Allocation of Risk and Remedies

The limitations of warranty, liability, and damages set forth above reflect the allocation of risk between Company and each user or visitor of the Service. These limitations will survive and apply even if any limited remedy specified in these Terms is

found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of Company, its affiliates, business partners, and licensors.

16. Indemnification

You agree to defend, indemnify and hold harmless Company, its affiliates, Business Partners and licensors, and their respective officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, in excess of the liability described above, in any action filed or commenced by any third party against Company, its affiliates, business partners or licensors as a result of your breach of these Terms or the documents referenced herein; your violation of any law or the rights of a third party; your use of the Service; any matter, issue, dispute, claim, demand related to the Submission that you post on, or upload to the Website.

17. Breach; Legal Process; Limitation of Actions

Breach of these Terms

If you breach any of the provisions of these Terms, Nsure, in its sole discretion, may terminate your access to the Service, and any account that you may have with the Service, and delete any Submission that you may have submitted or posted on the Website. Company shall not be liable to you for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service may also be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies that we may have at law or in equity.

Responding to Legal Process

We may respond to, and comply with, any subpoena, warrant or other legal order issued by a court or magistrate having jurisdiction over us ("Legal Process") that we believe to be valid. We disclaim any liability and are not responsible for any direct or indirect losses that you may incur as a result of our complying with Legal Process.

Limitation of Actions

Any cause of action arising out of, or related to, the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

18. Legal Disputes

Please read this following clause carefully – it may significantly affect your legal rights, including your right to file a lawsuit in court.

(a) Initial Dispute Resolution

In you have any concerns about the Service, please contact us as indicated in the How to Contact Us Section. Each of you and Company agrees to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations. We will try to resolve the dispute informally by contacting you through email.

(b) Agreement to Binding Arbitration

If we do not reach an agreement within sixty (60) days from the time informal dispute resolution is pursued pursuant to Section 18 (a) above, either party may initiate binding arbitration.

All claims arising out of, or relating to the Service shall be finally settled by binding individual arbitration administered on a confidential basis by the Arbitrator, in accordance with the Revised Florida Arbitration Act, excluding any rules or procedures governing or permitting class arbitration.

Each party will have the right to use legal counsel in connection with arbitration at its own expense.

The parties shall select a single neutral arbitrator in accordance with the Revised Florida Arbitration Act. The arbitrator shall have exclusive authority to resolve all disputes arising out of, or relating to, the interpretation, applicability, enforceability or formation of these Terms & Conditions.

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.

The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The interpretation and enforcement of these Terms shall be subject to the Federal Arbitration Act. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Seven Hundred and Fifty U.S. Dollars (\$750.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to the Arbitrator with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to the Arbitrator.

We will also be responsible for paying all other arbitration costs arising in connection with the arbitration.

You will not be required to pay fees and costs incurred by the Company if you do not prevail in arbitration.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

(c) Class Action and Class Arbitration Waiver

You and the Company each further agree that any arbitration shall be conducted in their respective individual capacities only and not as a class action or other representative action, and you and the Company each expressly waives their respective right to file a class action or seek relief on a class basis.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section (b) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(d) Exception

Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

(e) 30 Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 18 (b), (c) and (d) by sending written notice of your decision to opt-out to the email set below in How to Contact Us section.

The notice must be sent within thirty (30) days of registering to use the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

(f) Exclusive Venue for Litigation

To the extent that the arbitration provisions set forth in Section 18 (b) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Palm Beach County, Florida (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Palm Beach County, Florida for any applicable litigation other than small claims court actions.

(g) Litigation

If there is any litigation relating to the Terms or the Service, the parties agree to waive, to the maximum extent permitted by law, any right to a jury trial.

19. Termination

WE MAY, IN OUR SOLE DISCRETION, ANY TIME AND WITHOUT ADVANCE NOTICE OR LIABILITY, TERMINATE OR RESTRICT YOUR ACCESS TO ALL OR ANY COMPONENT OF THE SERVICE WITHOUT NOTICE OR LIABILITY, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, AS PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS, OR OF ANY APPLICABLE LAW OR REGULATION, EVEN IF ACCESS CONTINUES TO BE ALLOWED TO OTHERS.

Upon such termination or suspension, you must immediately discontinue use of the Service, and destroy any copy you have made of any portion of the Service. Accessing the Service after such termination, suspension, or discontinuation shall constitute an act of trespass. We shall not be responsible to you for such suspension or termination.

Upon termination of a user's account or access rights to the Service, we may dispose of the Submission that the user contributed to the Service in accordance with our internal policies. Termination of access to the Service will not affect any insurance coverage that you may have purchased through the Service.

20. Notices

Written Documents

You may preserve these Terms in written form by printing them for your records, and you waive any other requirement that these Terms be evidenced by a written document. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Electronic Notifications

If we need to contact you, you agree that we may do so via any electronic means, including but not limited to communication posted on the Service, electronic mail, or instant messaging.

21. Miscellaneous

Geographic Scope

Access to the Website is open to everyone. However, the Service is intended for users who are resident of, or have property (real estate, vehicles) located or registered in the State(s) in which we have licenses to sell insurance. These states are listed in our Insurance Disclosures located at www.nsure.com.

If you elect to access the Service from locations outside of the United States, you are responsible for compliance with all local rules that may apply to you, such as rules about online conduct, acceptable content, the use of email, the disclosure or transfer of personal information or use of the Internet. Access to the Service, Content, Submissions, or other content posted on the Service from countries, states, or territories where this Content is illegal is prohibited. Use of the Service is not permitted in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

Governing Law

All matters relating to the Service or Terms will be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law, and laws of the State of Florida without regard to its conflict of law principles.

Survival of Terms

The disclaimer of warranties, the limitation of liabilities, and the governing law and applicable law provisions will survive any termination.

No Waiver

If any provision of the Terms is determined to be unlawful, invalid or unenforceable, such provision will be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and enforced to the fullest extent permitted by applicable law. Such determination will not affect the validity and enforceability of any other remaining provisions.

Assignments

We may assign our rights and obligations under these Terms to a third party without this assignment being deemed a change in these Terms, and without notice to you. You may not assign, delegate, or transfer your rights or obligations under these Terms.

No Joint Venture

No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of your use of the Service.

Force Majeure

We will not be held liable for any delay or failure in performance due in whole or in part to any acts of nature, forces, or causes beyond its reasonable control.

Government Access to Data

Our performance under these Terms is subject to existing laws and legal process. Company will comply with law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Company with respect to such use.

Severability

If a court or arbitrator of competent jurisdiction finds any part of these Terms to be invalid, illegal, or unenforceable, it will be requested to give effect to the intent reflected in that provision in a manner that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

No Third-Party Beneficiaries

There are no third-party beneficiaries to these Terms.

Headers

The headings in these Terms are for your convenience and reference; they do not limit or affect these Terms.

Entire Agreement

These Terms including the Privacy Notice, the Insurance Disclaimers, the Supplemental Terms (if applicable) and the other documents posted on our Legal Notices page, constitute the sole and entire agreement between you and Nsure with respect to the Service and any item purchased through the Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service. Any ambiguities in the interpretation of the Terms will not be construed against the drafting party.

Section Titles and Numbering

Section titles and numbering used in these Terms are solely for convenience. They have no legal or contractual significance.

How to Contact Us

If you have any questions, comments, concerns, complaints or claims with respect to the Service, other users of the Service, if your account has been compromised by a hacker or scammer, if another user is abusing, harassing, or stalking you, if you find that certain content displayed on the Website is inappropriate or prohibited by these Terms, or, or if you have any other concern, please contact us as indicated below. We will investigate and attempt to resolve the matter.

By postal mail: Nsure Insurance Agency Inc., 6501 Congress Ave STE 300, Boca Raton, FL 33487
By email: contact@nsure.com
By phone: 561-288-9700