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## Terms of Service

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Welcome to the Enrollment Site (the “**Site**”), a website administered by Arthur J. Gallagher Risk Management Services, Inc. and/or Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (singular and collectively, “**Gallagher**”). The Site provides potential insureds with an online market to procure insurance coverage through the listed insurer as part of the program described on the Site.

### **General Terms**

THESE TERMS OF SERVICE (THESE “**TERMS**”) CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE SITE AND PURCHASE OF APPLICABLE COVERAGE, BETWEEN YOU AND GALLAGHER. THESE TERMS ARE EFFECTIVE BETWEEN YOU AND GALLAGHER AS OF THE DATE OF YOUR FIRST VISIT TO THE SITE. YOUR USE OF THE SITE IS SUBJECT TO YOUR PRIOR AND CONTINUED ACCEPTANCE OF THESE TERMS. THESE TERMS SHALL REMAIN VALID AND EFFECTIVE UNTIL MODIFIED OR TERMINATED BY GALLAGHER. CONTINUED USE OF THE SITE AND/OR ENROLLMENT IN COVERAGE SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO, CERTAIN LIMITATIONS AND EXCLUSIONS.

If you are accessing these Terms on behalf of another individual(s), you represent that you have the authority to bind such individual(s) to these Terms, in which case the terms “you” and “your” shall refer to such other individual(s) as well. If you do not have such authority or if you do not agree to these Terms in their entirety, you must immediately discontinue use of the Site and you are not permitted to place coverage thereby. These Terms may be updated from time to time, and you should check these Terms regularly to be sure that you are aware of any changes as they may arise.

### **Insurance Disclaimers**

1. The policy and coverage information provided on the Site summarizes an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms are available on the user site. ***We make no warranties with respect to policy limits or coverage considerations of the carrier.*** Any entity not named in the application and resulting policy may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures. Contact us with questions on these or any other issues of concern.
2. Although Gallagher is responsible for the placement of the lines of coverage specified on the Site and in the applicable application, Gallagher is acting at your direction. You have the sole discretion for the selection and approval of any insurance placed as well as other material decisions involving your risk management, risk transfer and/or loss prevention needs.

### **Restrictions on Use**

Gallagher may discontinue or alter any aspect of the Site, remove content from the Site, restrict the time the Site is available or restrict the amount of use permitted at Gallagher's sole discretion and without prior notice or liability. You agree that Gallagher may, under certain circumstances, immediately suspend and/or terminate your access to the Site or any part thereof. Cause for such measures shall include, without limitation: (a) breaches or violations of these Terms or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Site; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures shall be taken in Gallagher's sole discretion and without liability to you or any third party.

### **Compensation Disclosure**

1. Gallagher companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in

consideration for additional compensation, contact your producer or service team for an opt-out form.

3. Gallagher companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008

#### **Gallagher Intellectual Property**

Unless otherwise specifically noted in these Terms, images, trademarks, service marks, logos and icons displayed on the Site, including, without limitation, Arthur J. Gallagher & Co. and its affiliates and the Gallagher logo, are the property of Gallagher and/or its licensors and may not be used without Gallagher's prior written

consent. Trademarks and other intellectual property owned by third parties are the property of those respective third parties. The Site is the copyrighted property of Gallagher, and it may not be reproduced, recreated, modified, accessed or used in any manner or disseminated or distributed to any other party in violation of these Terms.

### **Accounts**

For certain aspects of the Site, you may be asked to register an account. In the event you agree to register an account, you will select and/or receive a username and password upon providing registration information and successfully completing the registration process. This account is personal to you, and you will not share it or allow any other person to utilize your account. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify Gallagher in the event (a) your registration information changes, or (b) you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process.

### **Links**

The Site may provide, or third parties may provide, links to other websites or resources on the internet, including the online payment facilities utilized on the Site. Because Gallagher has no control over such websites or resources, you acknowledge and agree that Gallagher is not responsible for the availability of such external websites or resources, and Gallagher does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources, and Gallagher shall not be responsible or

liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of any such website or resource.

### **Purchases**

Gallagher may allow Site visitors to place orders for insurance coverage and other products and/or services via the Site. If you place an order for products and/or services, you are subject to the additional terms of this section. Please note that you may be directed to a third-party website to make such purchases, and your purchase may be additionally governed by the terms of such third party website. By making such purchases, you hereby agree that Gallagher has no responsibility, and shall have no liability, for any claim related to your purchases on such third-party websites.

Upon placing an order, you shall pay to Gallagher the purchase price as set forth on the Site. Gallagher or its third party affiliates may utilize the services of certain third party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your order.

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Gallagher reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, Gallagher will issue you the appropriate credit within a reasonable time after your order has been revoked.

## **User Representations**

You hereby represent and warrant to Gallagher that: (a) you (i) are over the age of eighteen (18), (ii) are an emancipated minor under the laws of your jurisdiction of domicile and/or residence, (iii) possess legal parental or guardian consent or (iv) otherwise have the power and authority to enter into and perform your obligations under these Terms; (b) all information provided by you to Gallagher is truthful, accurate and complete; (c) you are an authorized signatory of the credit or debit card or other method of payment that you provide to Gallagher or its third-party payment processor to pay the purchase price and any applicable fees and taxes, if any, related to your purchase; (d) you will comply with these Terms and any other agreement to which you are subject that is related to your use of the Site or purchase of products and/or services; and (e) you will not use the Site to gain competitive intelligence about Gallagher, the Site or any product or service offered via the Site or to otherwise compete with Gallagher or its affiliates.

## **Prohibited Uses**

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Site or any part thereof, which shall be determined by Gallagher in its sole discretion.

## **PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SITE, ANY CONTENT, AND ANY PRODUCTS, SUBSCRIPTIONS OR SERVICES PROVIDED VIA THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GALLAGHER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY

KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION, GALLAGHER MAKES NO WARRANTY THAT THE SITE, ANY CONTENT, OR ANY PRODUCTS, SUBSCRIPTIONS OR SERVICES PROVIDED VIA THE SITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. GALLAGHER WILL NOT BE OPERATING IN A FIDUCIARY CAPACITY, BUT ONLY AS AN INSURANCE BROKER, OBTAINING COVERAGE TERMS AS SPECIFIED IN YOUR APPLICATION. WE WILL SEEK TO BIND THOSE COVERAGES BASED UPON YOUR AUTHORIZATION. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU THROUGH THE SITE OR ANY PRODUCT SHALL CONSTITUTE LEGAL OR TAX ADVICE OR OTHERWISE CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

**Limitation of Liability**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GALLAGHER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GALLAGHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SITE, ANY CONTENT, OR ANY PRODUCTS OR SERVICES PURCHASED VIA THE SITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS



AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE SITE, ANY CONTENT OR THE PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THESE TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL GALLAGHER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE LESSER OF (I) THE AMOUNT RETAINED BY GALLAGHER AS A RESULT OF YOU PURCHASING PRODUCTS AND/OR SERVICES THROUGH THE SITE OR (II) \$10,000.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to defend, indemnify and hold harmless Gallagher, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Site or any part thereof, (b) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under these Terms, (c) infringement or misappropriation of any intellectual property or other rights of Gallagher or third parties by you, (d) any

negligence or willful misconduct by you, (e) any other claim related to your performance under these Terms, or (f) your use of any content, services or products provided by Gallagher.

### **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in these Terms, on the Site and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy->

**policy/**. (**<https://www.ajg.com/privacy-policy/>**) Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

### **Dispute Resolution**

Gallagher does not expect that it will have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process. If the parties have a dispute regarding Gallagher's services, the relationship governed by this Site ("**Dispute**"), or specific provisions in these Terms of Service, each party agrees to resolve that Dispute by mediation. The Dispute will be governed by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

### **Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher.

Gallagher may deliver documents to you via electronic mail or by other electronic means, including posting documents to a secure website. For additional information, please review "Agreement to do Business with Gallagher," which is available on the Site.

### **Governing Law and Other Miscellaneous Terms**

The parties and their respective personnel are and shall be independent contractors. Gallagher is not your employee, agent or fiduciary. Neither party by virtue of these Terms shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

The parties agree that breach of the provisions of these Terms would cause irreparable harm and significant injury to Gallagher which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that Gallagher shall have the right to enforce the provisions of these Terms by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies Gallagher may have for your breach of these Terms.

The validity and effect of these Terms shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois, without regard to its conflicts or choice of laws principles.

If the performance of any part of these Terms or the Site by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, pandemic, telecommunications failure or any other cause beyond the reasonable

control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

These Terms, including any other agreements or additional terms referenced herein, constitute the entire agreement between the parties with respect to the Site, content, and products and services offered via the Site and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Site, content, and products and services sold via the Site. If an arbitrator or court of competent jurisdiction determines that any provision of these Terms is found void or unenforceable in any respect, that provision will be severed, and the arbitrator or court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the arbitrator or court shall fully enforce these Terms. The provisions of these Terms that by their content are intended to survive the expiration or termination of these Terms, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of these Terms, will survive the expiration or termination hereof for their full statutory period.

Gallagher makes no representation that the Site, content or other material or information on the Site is appropriate to or available in locations outside of the United States. You may not use the Site or export content in violation of United States export laws, regulations or restrictions. If you access the Site from outside of the United States, you are responsible for compliance with all applicable laws.

