

CITON AGENCY, LLC TERMS OF USE

ACCEPTANCE OF TERMS

CITON AGENCY, LLC, an Indiana Limited Liability Company (“CITON”), makes this website (the “Site”), including all information, documents, communications, files, text, graphics, software, and products available through the site (collectively, the “Materials”) and all services operated by CITON and third parties through the site (collectively, the “Services”), available for your use subject to the terms and conditions set forth in this document and any changes to this document that CITON may publish from time to time (collectively, the “Terms of Use”).

By accessing or using this Site in any way, including, without limitation, use of any of the Services, downloading of any Materials, or merely browsing the Site, you agree to and are bound by the Terms of Use.

CITON reserves the right to change the Terms of Use and other guidelines or rules posted on the Site from time to time at its sole discretion. Your continued use of the Site, or any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. Your use of the Site will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. You should periodically check these Terms of Use to view the then current terms. If you breach any of the Terms of Use, your authorization to use this Site automatically terminates, and any Materials downloaded or printed from the Site in violation of the Terms of Use must be immediately destroyed.

DEFINED TERMS

“CITON Content” means all Materials provided by CITON.

TYPES OF USERS

This Agreement governs the activities of users on this Site and the users’ relationship with CITON. This Site accommodates the following users:

- a) Informational Browsers – The terms of this Agreement apply to all users, including certified insurance agents and policy buyers, who browse this Site for informational purposes.
- b) Agent Seeking Registration – Agents registering with CITON to become eligible to quote and sell CITON products are bound by the terms and conditions of this Agreement. Moreover, user warrants that user is licensed to write whatever policies he or she writes while associated with CITON. In addition to the terms outlined in this Agreement and in CITON’s Privacy Policy, registering agents agree to provide to CITON accurate information in the registration process and shall notify CITON of any errors or changes to such registration information.
- c) Registered Users – A Registered User must be a certified insurance agent, and a Registered User warrants that Registered User is licensed to write whatever policies he or she writes while associated with CITON. Access is granted to Registered Users only after the user has registered and has been provided a user-name and password. Registered Users are granted access to the Site’s web-based systems, which include quoting, policy issuance, and claim management. Registered Users may also keep track of previous quotes and policies, and may monitor claims relating to active policies on behalf of policy holders. In addition to the terms outlined in this Agreement and in CITON’s Privacy Policy, Registered Users agree to provide to CITON accurate information in the registration process and, in the process of obtaining a quote or insurance policy using the Site’s web-based systems, Registered Users shall provide complete accurate information about the policy holder and the subject matter of the insurance policy. Registered Users shall notify CITON customer service of any errors, discrepancies or changes to such registration or quoting information.

INTELLECTUAL PROPERTY; LIMITED LICENSE TO USERS

The Materials and Services on this Site, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site may violate such laws and these Terms of Use. Except as expressly provided herein, CITON and its suppliers do not grant any express or implied rights to use the Materials and Services. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its Materials, or its Services or their selection and arrangement, except as expressly authorized herein. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

In addition to the Materials and Services offered by CITON, this Site may also make available materials, information, and services provided by third parties (collectively, the "Third Party Services"). The Third Party Services may be governed by separate license agreements that accompany such services. CITON offers no guarantees and assumes no responsibility or liability of any type with respect to the Third Party Services, including any liability resulting from incompatibility between the Third Party Services and the Materials and Services offered by CITON. You agree that you will not hold CITON responsible or liable with respect to the Third Party Services or seek to do so.

Except as expressly indicated to the contrary elsewhere on this Site, you may view, download, and print the CITON Content available on this Site subject to the following conditions:

- 1 The CITON Content may be used solely for personal, informational, and internal purposes.
- 2 The CITON Content may not be modified or altered in any way.
- 3 The CITON Content on the Site may not be distributed or sold, rented, leased, or licensed to others.
- 4 You may not remove any copyright or other proprietary notices contained in the CITON Content.
- 5 CITON reserves the right to revoke the authorization to view, download, and print the CITON Content available on this Site at any time, and any such use shall be discontinued immediately upon notice from CITON.
- 6 A quote, even printed, shall not constitute a guaranty of insurability by CITON.
- 7 The rights granted to you constitute a license and not a transfer of title.

The rights specified above to view, download, and print the CITON Content available on this Site are not applicable to the design or layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

TRADEMARK INFORMATION

The trademarks, logos, and service marks ("Marks") displayed on this Site are the property of CITON or other third parties. You are not permitted to use the Marks without the prior written consent of CITON or such third party that may own the Marks.

USER CONDUCT

In using the Site, including all Services and Materials available through it, you agree: not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked sites; not to upload, post, or otherwise transmit through the Site any viruses or other harmful, disruptive, or destructive files; not to create a false identity; not to use or attempt to use another's account, password, service, or system without authorization from CITON; not to access or attempt to access any content which you are not authorized to access; not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or any affiliated or linked sites.

MANAGING USER ACCOUNTS

CITON reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or part of this Site, at any time without prior notice or liability.

User names and passwords are distributed to be used by a single individual that is named during the registration process. Registered users are prohibited from sharing log-in credentials (user ids and

passwords) with another person, whether they are themselves a registered user or not. Any users found to be sharing log-in credentials will have their privileges revoked and their account access disabled. CITON Agency reserves the right to disable user access while investigating users sharing user ID's and passwords.

WARRANTIES AND DISCLAIMERS

Except as expressly provided otherwise in a written agreement between you and CITON or you and a third party with respect to such party's materials or services, this Site, and all Materials and Services accessible through this Site are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, CITON makes no warranty that (i) the Services and Materials will meet your requirements; (ii) the Services and Materials will be uninterrupted, timely, secure, or error-free, but CITON will take reasonable steps to restore service when interrupted; (iii) the results that may be obtained from the use of the Services or Materials will be effective, accurate, or reliable; (iv) the quality of any Products, Services, or Materials obtained or accessible by you through the Site will meet your expectations; and (v) any errors in the Services or Materials obtained through the Site, or any defects in the Site, its Services or Materials, will be corrected.

This Site could include technical or other mistakes, inaccuracies, or typographical errors. CITON may make changes to the Materials and Services at this Site at any time without notice. The Materials or Services at this Site may be out of date, and CITON makes no commitment to update such Materials or Services. Moreover, quotes generated on the Site are based on the information inputted by the user, and the accuracy of such quotes are dependent on the accuracy of the information provided by the user. As such, the user is solely responsible for ensuring the accuracy of the information provided to CITON.

A quote provided by CITON is not a guarantee of insurability, nor does it provide a guarantee that the actual policy costs will match that of those provided in any quote. Insurance policies may have a waiting period, during which time the policy coverage is not in effect. Quote, policy and claim documents printed from the Site's web-based system contain important disclosures and information. Users, specifically policy holders, must carefully read all materials associated with the quote and policy and make sure the terms are understood. Questions concerning the terms of the policy shall be directed first to the issuing agent, and then to CITON customer service. In the event that CITON notifies the issuing agent that additional information or documentation is needed to create a policy, the issuing agent shall provide such information or documentation in a timely fashion. CITON reserves the right to make all decisions related to insurability and makes no guarantees or commitments that it will sell a particular policy, notwithstanding any quotes provided by CITON.

You understand and acknowledge that (i) CITON does not control, endorse, or accept responsibility for any content, products, or services offered by third parties through the Site, including, without limitation, third party vendors and third parties accessible through links on the Site; (ii) CITON makes no representation or warranties whatsoever about any such third parties, their content, products, or services; (iii) any dealings you may have with such third parties are at your own risk; and (iv) CITON shall not be liable or responsible for any content, products, or services offered by third parties.

The use of the Services or the downloading or other use of any Materials through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. CITON assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the Site or in connection with any Services or Materials offered through the Site. No advice or information, whether oral or written, obtained by you from CITON or through or from the Site shall create any warranty not expressly stated in these Terms of Use.

PERSONAL INFORMATION AND PRIVACY

Except as otherwise expressly set forth herein, your personal information will be deemed to be confidential. Any non-personal information or material sent to CITON will generally be deemed to NOT

be confidential. In any case, you understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of CITON or others.

LIMITATION OF LIABILITY

In no event, including, without limitation, negligence, shall CITON, its subsidiaries, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not CITON has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use this Site, its Services, or Materials, the statements or actions of any third party on or through the Site, any dealings with vendors or other third parties, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files, or other content, any Services available through the Site that are delayed or interrupted, or any website referenced or linked to or from this Site.

INDEMNITY AND LIABILITY

You agree to indemnify and hold CITON, and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you transmit through the Site (including any computer viruses), your use of the Site, your connection to the Site, your violation of these Terms of Use, or your violation of any rights of another person or entity.

GOVERNING LAW AND JURISDICTION

This Site (excluding linked sites) is controlled by CITON from its offices within the state of Indiana, United States of America. By accessing this Site, you and CITON agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of Indiana, without regard to the conflicts of laws principles thereof. You and CITON also agree and hereby submit to the exclusive personal jurisdiction and venue of the Courts within the State of Indiana with respect to such matters.

GENERAL

The Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the Site constitute the entire agreement between CITON and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by CITON to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.