

TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement") constitutes a valid, binding contract between you and Agents' Advantage, Inc. (AA), a New York corporation (and any affiliated or subsidiary entities), the owner and operator of Agents-Advantage.com, with respect to the use of the Agents-Advantage.com website and any related computing environment (the "Website"). The products and services of AA are provided subject to compliance with the terms of this Agreement. Your use of the Website signifies and constitutes your acceptance of this Agreement, as it may be amended from time to time. Please read this Agreement carefully as it forms a binding contract between you and AA.

1. Restrictions on Use. The Website is not intended as a solicitation for insurance in any state, territory or country where AA or its affiliates are not licensed. Currently, AA is licensed in New York, Connecticut and New Jersey.

2. Use of Site. Your use of the Website is at the discretion of AA, which may deny you further use of the Website, subject to any limitation(s) contained in any separate, binding agreement with AA. In order for us to provide quotes and other services through the Website, you must provide true, accurate and current information about yourself, and any insureds or prospective insureds. AA is not responsible for transactions resulting from information you provide that is untrue, inaccurate, not current or incomplete or fraudulent. Your use of the Website must always comply with applicable law. In particular, but without limitation, you agree and represent not to use the Website to: impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment.

3. Scope of Service. The information contained in this Site presents only a general description of the insurance coverage that may be purchased. AA is not an insurance carrier, and the provisions of any coverage purchased is governed by the terms and conditions of the insurance policy as issued by the carrier. In situations where the information on the Website might differ from that provided in the insurance policy, the insurance policy shall control. AA does not recommend, endorse or otherwise advise you in relation to the merits of any particular insurance carrier or policy. In no way shall the information provided on this Website, nor use of the Website, create any relationship with AA other than that of AA acting as an intermediary to facilitate the issuance of insurance coverage by carriers.

4. Links to Other Sites. The Website may contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by AA of the contents on such web sites. AA is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of the materials on such sites. If you decide to access linked third party web sites, you do so at your own risk.

5. Information Supplied by You. Information provided by you will be stored for future use. Data stored will include your general information, billing and e-mail addresses, as well as details of transactions completed. We may use the information you provide to electronically send you information related to this Website. Please refer to our privacy policy to learn about what information we collect and why. In consideration of your use of the Website, you agree to provide true, accurate, current and complete information about yourself, and any insureds or prospective insureds, as prompted by enrollment and any other forms submitted. You agree to promptly update such information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or there are reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, AA has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

6. Website Security. Accepted users of the Website will be asked to select a password. You will also be given an opportunity to provide a password hint. If you forget your password, AA will provide you with the hint. However, to keep your information secure, AA cannot provide you with your password. Your password is your responsibility and must be protected. Protect your password as you would any other valuable property. You are responsible for all material submitted using your password and you agree to not to give your password outside of your organization. AA will rely on your password to identify you when providing services to you. Do not leave your computer unattended while using the Website, and always log off the system after using the Website. Notify AA immediately if you suspect that your password has become known to any unauthorized person. If you would like to update your password or other registration information, please sign in to your account and navigate to the appropriate section.

7. Data Security. AA will seek to employ appropriate safety and security measures when handling information you supply. This includes encryption of data using Starfield Technologies software on both the client and server end. Starfield Technologies has issued AA a unique identification, which assures visitors that they have reached our authentic Website, thereby allowing communications to be encrypted. In order for this system to work, you must have a browser that supports at least 128 bit encryption. Please note that e-mail may not be encrypted and cannot be considered a secure means of transmitting financial information (including but not limited to credit card numbers).

8. Indemnification. You agree to defend, indemnify and hold completely harmless AA from and against any and all claims, damages, costs, and expenses, including without limitation claims based upon the negligence of AA, arising from or related to your use of the Website, the materials it contains, and the use of your password to access or use the Website and any sites linked to the Website.

9. Disclaimer of Warranties. You expressly understand and agree that use of the Website is at your sole risk. The site is provided on an "as is" and "as available" basis. AA expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any implied warranty of merchantability, fitness for a particular purpose, and non-infringement. AA makes no warranty that use of the Website will be uninterrupted, timely, secure, or error-free, or that results obtained from use of the Website will be accurate or error-free, or that the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations. Any material downloaded or otherwise obtained through the use of the Website is done at

your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No information, whether oral or written, obtained by you from AA or any other source shall create any warrant not expressly stated in this Agreement.

10. Limitations and Exclusions of Liability. You expressly understand and agree that AA shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, whatsoever, from use of the Website. This shall include, but not be limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from or related to the use or inability to use the Website, unauthorized access to or alteration of your transmissions or data, or any other matter relating to the Website. If you are dissatisfied with the Website, or any of the information contained thereon, or refuse to abide by this agreement, your sole and exclusive remedy is to discontinue your use. You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against AA arising out of the use of the Website. AA shall not be held liable for any representations on third party sites in relation to the information provided in the Website.

11. Intellectual Property Rights. The Website is protected by copyright and other intellectual property rights. AA grants you a personal, revocable, non-transferable, and non-exclusive right and license to use the Website, and any methods or processes therein, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sub-license, grant a security interest in or otherwise transfer any right in the software for the Website. Agents-Advantage.com is owned by AA and copyrighted and otherwise protected under applicable law. You agree not to copy, display or otherwise use same without the prior written permission of AA.

12. Modification. AA may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon posting on the Website. You agree to be bound by this Agreement, and any updates, revisions, supplements, modifications or amendments.

13. Entire Agreement. This Agreement constitutes the entire agreement between you and AA with respect to your use of the Website. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Website except as set forth in this Agreement.

14. Severability. If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

15. Governing Law and Jurisdiction. This Agreement, the entire relationship between you and AA, and any action or other legal proceeding between you and AA (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the State of New York. You consent to the exclusive jurisdiction of the courts of the State of New York for any action or proceeding regarding this Agreement, with such action to be venued in Westchester County. You hereby irrevocably and unconditionally consent to the jurisdiction of such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the

maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

16. Termination. Except as may be provided by any separate contractual agreement, AA may terminate your right to use this Website, with or without cause at any time in its sole discretion, including, without limitation, your violation of this Agreement, failure to provide accurate data, and lack of use. In the event of termination, all representations, warranties, indemnifications, and promises made by you shall survive.

17. Contact Information. If you need to contact AA you can e-mail us at: techsupport@agents-advantage.com, or write to us at Agents' Advantage, 27 Cleveland Street, Valhalla, New York 10595.