

Nantucket Lighthouse II, Inc.

Authorized User Agreement Terms of Use

Last reviewed and updated February 25, 2025

1. General

1.1 Relationship. Nantucket Lighthouse II, Inc. (“Nantucket”) has provided you with access to Nantucket’s platform, which includes providing you and your authorized users (“Authorized Users”) the ability to customize certain content of our platform’s user interface for display to your customers. Nantucket is not owned or controlled by any insurance company and is not an insurer, underwriter, or guarantor.

1.2 Usage. These terms of use (the “Terms”), govern your use of the Nantucket’s user interface and platform (the “Site”). Additional terms of use applicable to specific areas of the Site, including any application program interfaces (“APIs”) may also be posted in such areas and, together with these Terms, govern your use of those areas. These Terms, together with any such additional terms of use, are referred to as this “Agreement.” Nantucket reserves the right to terminate or suspend access for failure to comply with the Agreement.

1.3 Changes to these Terms. Nantucket reserves the right, in its sole discretion, to change or modify all or any part of these Terms at any time, effective immediately upon publication of revised terms to the Site and your subsequent access or use of the Site. In the event of any material change to these Terms, Nantucket will notify you by either sending an email to the email address provided by you pursuant to these Terms or will post a notice in your administrator’s account. Your continued use of the Site constitutes your binding acceptance of these terms of use, including any changes or modifications made by Nantucket as permitted above. If at any time these Terms are no longer acceptable to you, you agree to immediately cease all use of the Site.

2. Use of Content

2.1 No Transfer of Rights or Ownership. Nothing contained in these Terms shall confer upon you, an Authorized User, or any other user any right, title, or interest in, or license to any software, APIs, written materials, or intellectual property owned by Nantucket or included on the Site.

2.2 Acknowledgment of Intellectual Property Rights. You acknowledge that the Site contains information, software, APIs, photographs, audio and video clips, graphics, links, and other material (collectively, the “Content”) that are protected by copyright, trademark, or other proprietary rights of Nantucket or third parties. You agree to comply with any guidelines or restrictions contained in any Content available on or accessed through the Site.

2.3 Use of Information. While the Site is intended to provide information regarding the subject matters covered, the information is provided to you based on your agreement and understanding that Nantucket is not engaged in providing legal, accounting, or other professional services to you. Assistance of legal counsel or other appropriate experts should be sought when applying the law, rules, or regulations to a particular set of facts or

circumstances. Nantucket makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. Nantucket reserves the right to unilaterally correct any inaccuracies on the Site without notice. Information contained on the Site may be changed or updated without notice. Additionally, Nantucket shall have no responsibility or liability for information or Content posted to the Site from any non- Nantucket affiliated third party.

2.4 Limitations of Use. You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, organizational form, or specifications of our Site or any underlying APIs. You may not modify, publish, transmit, transfer, or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in these Terms or as expressly authorized in a specific area of the Site. Subject to the restrictions set forth in these Terms, you may post on the Site any Content owned by you (such as your original statements), Content for which you have received express permission from the owner to post, and Content in the public domain. You assume all risk and responsibility for determining whether any Content is in the public domain or is permitted to be posted by the owner of the Content. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, Content, or other proprietary information (including images, text, page layout, or form) of Nantucket without our express written consent.

You agree that all Authorized Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such Authorized User or logging onto a server or an account which the Authorized User is not authorized to access; (b) disabling, deactivating, interfering with, modifying or circumventing any security protocols, systems, passwords, access controls, technologies, features, functionality, or methodologies associated with the Site or any underlying APIs, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (d) accessing or using the Site or any portion thereof without authorization, in violation of this Agreement or in violation of applicable law.

You agree that Authorized Users may not use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. Nantucket will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Authorized Users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

3. Rules of Conduct

3.1 Nature of Content. If you submit, upload, or post any comments, ideas, suggestions,

information, files, videos, images or other materials to us or our Site ("User Generated Content"), you agree not to provide any User Generated Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus, malware or any other harmful component. You represent and warrant to Nantucket that you have the legal right and authorization to provide all User Generated Content to Nantucket for the purposes and Nantucket's use as set forth herein.

3.2 Passwords. In the event access to the Site or a portion thereof is limited by requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by Nantucket. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user IDs. Your access to the Site may be revoked by Nantucket at any time with or without cause. You agree to defend, indemnify, and hold Nantucket harmless from and against all third-party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by Nantucket arising out of your breach of these Terms or violation of applicable law, your use or access of the Site, or access by anyone accessing the Site using your user ID and password. You agree to ensure the confidentiality and appropriately authorized use of all passwords assigned to you for use in accessing the Site. You agree to be responsible for any use or misuse of your username and/or password and to promptly notify Nantucket of any breach of password security or the use or possession of your username and/or password by unauthorized individuals.

4. Managing Content

4.1 No Review. Nantucket does not and cannot review the Content posted by Authorized Users on the Site and is not responsible for such Content and you agree that Nantucket will have no liability to you with respect to any Content posted on the Site. However, Nantucket reserves the right, but not the obligation, to delete, move or edit any Content that it may determine, in its sole discretion, violates this Agreement or is otherwise inappropriate for the Site. You agree to remain solely responsible for all Content posted by you. You are responsible for responding to requests by third parties regarding your use of the Site, such as requests to take down content under the Digital Millennium Copyright Act.

5. Permitted Uses of Health or Personal Information.

5.1 Monitoring. To improve our products and services, and verify your compliance with this Agreement, Nantucket may monitor the usage of its Site, including identifying security issues that could affect Nantucket, its Authorized Users or clients.

5.2 Privacy and Security Standards. If, through your use of our Site, you have access to or will collect, transmit, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, you shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in

each case at your sole cost and expense.

If, through your use of our Site, you will have access to or will collect, transmit, access, use, store, process, dispose of or disclose personal information, including health information, you agree to comply with all applicable laws, rules, and regulations, including those concerning privacy, records management, and security with respect to the subject matter herein. You agree that Nantucket is not responsible for ensuring your compliance with any such obligations or restrictions imposed on you by any federal or state privacy law. Nantucket's Privacy Policy, located at <http://affinityrisk.com/privacypolicy>, explains how we collect, use, and share visitor information. You shall comply with Nantucket's Privacy Policy and any applicable product privacy notices. Nantucket may use your personal information in accordance with its Privacy Policy.

6. **Notices.** You agree and acknowledge that you will be added to the Nantucket mailing list. Nantucket requires that you maintain as current the email address associated with your account. If your email address is not valid for any reason, Nantucket's dispatch of an email to the email address associated with your account with confirmed delivery containing a legal notice will constitute effective notice.

Except as otherwise provided in these Terms, you may give any notice required under these Terms (i) to Nantucket at the following address: **14224 Caminito Vistana, San Diego, CA 92130** (delivered by a nationally recognized overnight delivery service or registered mail (return receipt requested)) and by sending an email (with confirmed delivery) to Privacy@affinityrisk.com with "Legal Notice" in the subject line; and (ii) Nantucket will give any notice required under these Terms, at the address in the Order Form (delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address) or by sending an email (with confirmed delivery) to the email address(es) associated with your account. Any mailed notice shall be deemed given upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

7. **No Endorsement.** Nantucket does not represent or endorse the accuracy or reliability of any Content posted in the Site and you acknowledge that any reliance upon such Content shall be at your sole risk. You agree to carefully evaluate and review any Content prior to using or relying upon it. The Site may contain links to sites on the Internet which are operated by third parties (the "External Sites"). You acknowledge that Nantucket is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.
8. **Indemnity.** You agree to indemnify, defend and hold Nantucket and its respective officers, directors, owners, agents, information providers and licensors (collectively, the "Nantucket Parties") harmless from and against any and all demands, claims, liability, losses, costs and expenses (including reasonable attorneys' fees and expenses) incurred by any Nantucket Party in connection with any use or alleged use of the Site and any activity, actions, or omissions on the Site conducted under your password by any person, whether or not authorized by you, including the posting of User Generated Content to the Site. Nantucket reserves the right, at its own expense, to participate in the defense and control of any

matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Nantucket's defense of such claim.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

9.1 DISCLAIMER OF WARRANTIES. Neither Nantucket, any API provider, nor any provider of third-party content or their respective agents warrants that the service will be uninterrupted, accurate, reliable, or error free; nor does Nantucket, any API provider, any third-party content provider, or their respective agents make any warranty as to the results to be obtained from use of the site or the content. The site and the content are distributed on an "as is, as available" basis. Neither Nantucket, any API provider, nor any of its third-party content providers or their respective agents make any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability, fitness for a particular purpose or noninfringement, with respect to the site, any content or any products or services provided through the site. Neither Nantucket, any API provider, nor any third-party content provider warrants that any files available for downloading through the site will be free of viruses or similar contamination or destructive features. You expressly agree that the entire risk as to the quality, security, and performance of the site and the accuracy or completeness of the content is assumed solely by you. You also expressly acknowledge and agree that Nantucket is not liable for (i) the conduct of third-party API providers or third-party content providers, including those that may provide insurance products to you and your respective customers, and that the risk of injury from these third parties rests entirely with you and (ii) malicious code or inappropriate content submitted to or through the services by an unauthorized third party.

9.2 LIMITATION OF LIABILITY. To the maximum extent permitted by law, neither Nantucket, any API provider, nor any provider of third-party content will be responsible for any loss or damage to clients or third parties caused by failure of the platform or for loss or inaccuracy of data or cost of procurement of substitute goods or technology. In no event will Nantucket or its suppliers be liable for any special, consequential, exemplary, incidental, or indirect damages, including lost profits, in connection with the use of the platform, even if advised of the possibility of such damages. Neither Nantucket, any third-party API provider, any third-party content provider nor their respective agents shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the site, even if such party has been advised of the possibility of such damages, whether based on warranty, contract, tort, or any other legal theory. Your sole remedy for dissatisfaction with the site, site-related services, or linked sites is to stop using the site or those services. To the extent any aspects of the foregoing limitations of liability are not enforceable, the maximum aggregate liability of Nantucket to you with respect to your use of this site is \$500 (five hundred dollars).

9.3 STATE LAW. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of Nantucket, third party API providers, third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

9.4 EXTERNAL LINKS. Certain links available on the site will let you leave Nantucket's

site. The linked sites are not under the control of Nantucket and Nantucket is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Nantucket is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Nantucket of the site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature. If you decide to access any of the third-party sites linked to this site, you do this entirely at your own risk.

- 10. Miscellaneous.** These Terms shall be construed in accordance with the laws of the State of **Delaware**. If any inconsistency exists between these Terms and any additional terms of use posted on the Site, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, these Terms shall control. If any of these Terms are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.
- 11. Suspension of Services.** Nantucket reserves the right to suspend or terminate these Terms and your access if the account associated with payment for your access falls into arrears or is unpaid. Without limiting the generality of the foregoing, Nantucket reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice.
- 12. Electronic Communications.** The communications between you and Nantucket may use electronic means. Except as prohibited by applicable law, you (a) consent to receive communications from Nantucket in an electronic form; and (b) agree that all terms of use, agreements, notices, disclosures, and other communications that Nantucket electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing.
- 13. Assignment.** Nantucket is free to assign this Agreement or any right or interest under this Agreement to a third party, including but not limited to a company wholly owned or partially owned by Nantucket. You may not assign this Agreement or any right or interest in under this Agreement without Nantucket's prior written consent. Any attempted assignment or delegation in violation of this Section will be void and ineffective.
- 14. Questions or Support.** If you have questions, please feel free to reach out to us at Privacy@affinityrisk.com.