

## TERMS OF USE

### 1. GENERAL TERMS

Each time you access, brows or use our website, you are agreeing to comply with and be bound by the following Terms of Use (“Terms”). Please review these Terms carefully before you use the website. **IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT USE OUR WEBSITE.**

These Terms apply solely to information collected on this website for a user who has not logged into one of our applications. We may change, add or remove portions of these Terms at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms prior to each use of the Site and by continuing to use this Site, you agree to any changes.

### 2. OWNERSHIP.

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We reserve any right not specifically granted to you herein.

No ownership interest in the website, its contents or any element thereof is conveyed by these Terms, regardless of whether you suggest a feature or element or are involved in the development, improvement or testing of any feature or element.

### 3. INFORMATION.

Our use of any information collected in your use of the website is reflected in our Privacy Policy, which is incorporated into these Terms by reference.

### 4. USER RESPONSIBILITIES

You shall use the Services in a manner consistent with all applicable federal, state and local laws and regulations including without limitation, copyright, trademark, export control laws and laws prohibiting the use of telecommunications facilities to transmit illegal, obscene, threatening, harassing, or other offensive messages.

You understand and agree that we and Our Suppliers have proprietary rights in certain trademarks, service marks, trade names, corporate names, doing-business-as names and in the screen formats used for displaying the website (the **Intangible Property**). You agree not to use the Intangible Property in any way that would infringe our rights and those of Our Suppliers. You agree not to alter, remove, or obscure any copyright or trademark notices or other proprietary notices on and in any part of the Services.

You may not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website, or to any of the services offered on or through the website, by hacking, password "mining" or any other illegitimate means.

## **WARRANTY**

**EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE WEBSITE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY US, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY ASSURANCE OF SATISFACTION) ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED. ANY PROMISE, COMMITMENT OR ASSURANCE OF ERROR FREE OR UNINTERRUPTED USE OF THE WEBSITE OR ASSURANCE AGAINST THE LOSS OF DATA IS ALSO HEREBY DISCLAIMED.**

## **LIMITATION OF LIABILITY**

**NEITHER WE NOR OUR SUPPLIERS AND THEIR RESPECTIVE AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, OR OTHER DIRECT OR INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF WE, OUR SUPPLIERS, OR THEIR RESPECTIVE AFFILIATES, AGENTS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **GENERAL TERMS**

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed amended to achieve as closely as possible the intended effect of the original provision, and such determination shall not affect the validity or enforceability of any other part or provision of these Terms.

These Terms shall be governed by, and interpreted, construed and enforced in accordance with the laws of the State of Vermont, without giving force or effect to the principles of conflicts of laws. The headings herein are provided for convenience only and shall not be construed to infer intent or meaning.

In the event of any dispute arising out of or concerning these Terms, both Parties agree to use reasonable best efforts to resolve any such dispute amicably, in good faith, and expeditiously prior to resorting to litigation. The courts of the State of Vermont serving Chittenden County, Vermont, shall have exclusive jurisdiction over both Parties with respect to any dispute or controversy arising under or in connection with these Terms.

**Communications with Us.** By submitting your contact information, survey responses, feedback, requests for information and other information to us through surveys, the "contact us" form, email or other communications, you acknowledge and agree that such communications: (a) do not contain confidential or proprietary information; and (b) automatically become the property of Polly Insurance Agency, LLC (Polly Insurance) and its affiliated companies without any obligation of Polly Insurance and its affiliated

companies to you. You agree that Polly Insurance and its affiliated companies shall be entitled to use, copy, modify, disclose (or choose not to use or disclose), delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute the content of any of your communications with us for any purpose, in any way, in any media worldwide, and that you are not entitled to any compensation or reimbursement of any kind under any circumstances with respect to your communications with us.

#### **CHANGES TO THIS PRIVACY POLICY**

Any updates or changes to these Terms will be posted here and the date of the newest version shown below. Please check back frequently to see if these Terms have changed. By using our website, you agree to the Terms in effect at the time of your use.

#### **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us:

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