

## **TERMS AND CONDITIONS**

Welcome to the Zurich Surety Submission Portal (the “Portal Site”). The following “Terms and Conditions” govern your use of the Portal Site. The Portal Site is made available by Zurich American Insurance Company (“Zurich”, “us” or “we”) and govern use of the Portal Site by you, as an existing or potential surety customer of Zurich or as a Producer (collectively, “you” or “your”). The term “Producer” shall mean a person who is authorized to sell, solicit and/or negotiate the placement of surety bonds on behalf of an existing or potential surety customer of Zurich (“Customer”) and who has the necessary licenses and appointments in the Customer’s state of domicile.

For purposes of these Terms and Conditions and any exhibits or other attachments hereto, all references to Zurich will be deemed to include Affiliates of Zurich American Insurance Company (“ZAIC”). “Affiliate” will mean any entity which controls or is controlled by ZAIC or which, together with ZAIC, is subject to common control. BY REGISTERING AND USING THE PORTAL SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, you may not access, register, or otherwise use the Portal Site. We may modify the Terms and Conditions at any time without notice to you, by posting such changes on the Portal Site. By using the Portal Site following any modifications to the Terms and Conditions, you agree to be bound by such modifications.

Our information collection and use policies are set forth in the privacy policy found at <https://www.zurichna.com/en/services/privacy-policy> which is incorporated herein by reference. Please read our Privacy Policy before submitting any User Information (as defined below).

You may only use the Portal Site if you are domiciled in the United States and you are 18 years old or older.

### **Services Available on the Portal Site.**

In addition to your application or request for a Zurich surety bond outside the Portal Site, you are submitting information or materials (“User Information”) through the Portal Site that will enable Zurich to review, assess and underwrite the surety bond in accordance with Zurich’s underwriting guidelines. Notwithstanding the foregoing, submitting User Information through the Portal Site in no way obligates Zurich to provide you with the requested surety bond.

### **Use of the Portal Site.**

You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information and Zurich specifically disclaims any and all responsibility therefor. We cannot be responsible for maintaining in the Portal Site any User Information that you provide to us, and we may delete or destroy any such User Information at any time. We reserve the right to refuse to post or to remove any User

Information, in whole or in part, that, in our sole discretion, is unlawful, unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

By submitting User Information to the Portal Site, you hereby warrant that you have the required rights and/or license(s) and hereby grant Zurich the required licenses to use the User Information as provided for in these Terms and Conditions.

In some instances, the User Information you provide through the Portal Site may not be sufficient to enable Zurich to fully review and assess your request for a surety bond. In such event, you agree through your use of the Portal Site that a Zurich representative may contact you to obtain the additional information needed to evaluate the surety bond request.

By providing User Information through the Portal Site (other than personal information subject to Zurich's Privacy Policy), you grant to Zurich an unrestricted, irrevocable, worldwide, royalty-free license to use and reproduce such User Information and materials for its internal business and record keeping purposes and as necessary to satisfy any law, regulation, or governmental request.

We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Portal Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Portal Site or restrict your access to part or the entire Portal Site without notice or penalty.

There is no charge to you for use of the Portal Site.

#### Fraud Warning

Any person who knowingly and with the intent to defraud an insurance company, or a person who files an application or who submits through its Producer exposure and associated information for an insurance policy, or files an insurance claim or statement containing any materially false information, or conceals information for the purpose of misleading an insurance company, commits a fraudulent insurance act which may be subject to both criminal and civil penalties.

#### Portal Site

User Information you submit through the Portal Site is not viewable or retrievable by you once submitted. As such you should retain for your own records copies of the User Information you provide to Zurich through the Portal Site.

As Zurich is continuously looking to expand and improve the Portal Site capabilities, you agree that Zurich may contact you to obtain additional information in support of that endeavor.

Any coverage description shown in the Portal Site may be an abbreviated description and does not indicate surety bond language. Only the surety bond itself provides coverage. The Portal Site is not part of and is not incorporated into any surety bond that may be issued as a result of your use of the Portal Site.

#### Proprietary Rights.

Your use of the Portal Site does not grant to you ownership of any content, code, data or materials you may access on the Portal Site. Any commercial use or exploitation of the Portal Site is strictly prohibited. You may use and view the Portal Site on your personal computer or other internet-compatible device, but the User Information you submit through the Portal Site is not viewable or retrievable by you. As such you should retain for your own records copies of the User Information you provide to Zurich through the Portal Site. You may not otherwise copy, reproduce, distribute or otherwise exploit any content, code, data or materials on the Portal Site. If you make other use of the Portal Site, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trade names, trademarks, service marks or other marks or logos without our separate express written agreement.

#### Applicable Laws

We control and operate this Portal Site from our offices in the United States of America. We do not represent that materials on the Portal Site are appropriate or available for use in other locations. Persons who choose to access this Portal Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### Disclaimer of Warranties

THE PORTAL SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH ZURICH EXPRESSLY DISCLAIMS. ZURICH DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE POTAL SITE, AND ZURICH WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE PORTAL SITE. WE HAVE NO DUTY TO UPDATE THE CONTENT OF THE PORTAL SITE. ZURICH MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE PORTAL SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE PORTAL SITE AND USING ITS FUNCTIONALITY, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT PORTAL SITE OR ANY CONTENT YOU MAY

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#### Limitation of Liability

YOUR USE OF THE PORTAL SITE IS AT YOUR OWN RISK. ZURICH SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE PORTAL SITE (EVEN IF ZURICH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM YOU, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE PORTAL SITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE PORTAL SITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY ZURICH. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### Indemnification

You shall indemnify and hold harmless Zurich, its subsidiaries, affiliates, directors, officers, agents, employees, advertisers, vendors, suppliers, licensors, and partners from and against any third-party claim of loss, liability, or damage (including reasonable legal fees and expenses) arising from or in any way related to your use of the Portal Site, arising from any content that you submit, post or transmit to or through the Portal Site, your violation of these Terms and Conditions, or your violation of any rights of another. Zurich reserves the right to defend itself or hold you responsible for defending such claim, subject to Zurich's right to participate in such defense or settlement at its cost. You will reasonably cooperate with Zurich in any such defense at your cost.

#### Miscellaneous

Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Portal Site or the Terms and Conditions must be filed by you within one (1) year after such claim or cause of action arose or be forever barred. These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede any prior oral or written documents, agreements and/or understandings between the parties relating thereto.