

DELOS SPACE CORPORATION (D.B.A. DELOS INSURANCE SOLUTIONS)
TERMS AND CONDITIONS

1. INTRODUCTION

1.1 The following terms and conditions ("**Terms and Conditions**") govern use of this website (<https://getdelos.com/>) and any Delos Space Corporation (d.b.a. Delos Insurance Solutions) supported website and the content therein, including mobile applications (collectively the "**Delos Websites**"). USE OF DELOS WEBSITES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD IMMEDIATELY CEASE USE OF DELOS WEBSITES. You may use the Delos Websites only if you can form a binding contract with Delos, and only in compliance with these Terms and Conditions and all applicable local, state, national, and international laws, rules and regulations.

1.2 The Delos Websites present information and content that is owned or licensed by Delos Space Corporation (d.b.a. Delos Insurance Solutions) and its affiliates (collectively, "**Delos**"). When used in these Terms and Conditions, "**we**" and "**our**" mean Delos and "**you**" and "**your**" refers to any individual or entity that accesses or otherwise uses the Delos Websites.

1.3 PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS AND CONDITIONS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

2. OTHER AGREEMENTS

2.1 These Terms and Conditions apply only to use of the Delos Websites and do not modify any other agreement or contract that may exist between you and Delos ("**Other Agreements**"). In the event of any conflict between these Terms and Conditions and such Other Agreements, the Other Agreements govern and control.

3. NO PROFESSIONAL ADVICE

3.1 Content published on Delos Websites is for informational purposes only. Consult your financial and legal advisors, and independently verify all information whenever making any financial decision. Nothing on the Delos Websites should be construed as rendering tax, legal, investment, insurance, or accounting advice, nor should it be construed to bind coverage, unless otherwise expressly stated. Insureds should consult with their insurance advisors with regard to specific coverage issues.

4. LICENSED ENTITY

4.1 Delos is licensed as an insurance brokerage in California. This website is not intended as a solicitation for insurance in any state where Delos is not licensed.

5. RECOMMENDATION DISCLOSURE

5.1 Delos maintains relationships with clients and business partners around the world. When Delos recommends or mentions a product or service provider, it is possible that the product or service is being offered by one of Delos's clients or business partners.

5.2 If you have any questions about a Delos recommendation or mention of another business entity (or about an entity with whom Delos conducts business), please follow-up with your Delos contact person. Delos is committed to serving our clients in a transparent manner.

6. FEE / COMMISSION DISCLOSURE

6.1 Delos provides retail brokerage, and may receive remuneration as commissions or fees paid by an insurer; fees paid by a client in lieu of, or in addition to, commissions; and investment income on premiums, claim payments and return premiums temporarily held as fiduciary funds. In certain circumstances, one or more of these affiliates may also receive compensation in the following forms: commissions or fees paid to a wholesale broker to which a risk has been referred for placement; commissions or fees paid for premium financing; and compensation paid by underwriters for performance of technical or other services.

6.2 If you have any questions regarding the nature or amount of the compensation paid to any Delos affiliate on your account, we encourage you to contact Delos.

7. INSURANCE QUOTES / COVERAGE; NO UNDERWRITING SERVICES

7.1 Online quotes may not be available for all state or territory products, services or coverage selections. For additional information about products, services or coverage selections otherwise offered please contact us directly at contact@getdelos.com.

7.2 Submitting an application for an insurance quotation through this website does not constitute a binder of insurance coverage, although it may be used by Delos to provide an estimate of the terms, conditions, and costs of coverage. A quotation may be subject to receipt of additional information or other conditions.

7.3 Insurance companies decide to offer, renew, cancel or non-renew insurance coverage or otherwise provide you with the requested insurance products. Delos does not provide any underwriting services and is not responsible or liable for any resulting loss.

8. CLIENT DATA, COLLECTION, AND USE

8.1 Delos gathers data containing information about its clients and their insurance placements, including, but not limited to, names, industry codes, policy types, and policy expiration dates, as well as information about the insurance companies that provide coverage to its clients or compete for its clients' insurance placements. This information is maintained in one or more databases.

8.2 Delos may use or disclose information about its clients, if required to do so by law, Delos policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials. In addition to being used for the benefit of Delos's clients, these databases also may be accessed by other Delos affiliates for other purposes, including providing consulting, and other services to insurance companies for which Delos or its affiliates may earn compensation.

8.3 Due to the global nature of services provided by Delos, the personal information you may provide may be transmitted, used, stored and otherwise processed outside the country where you submitted that information.

9. OWNERSHIP AND USE OF CONTENT

9.1 Except as may be otherwise provided by applicable law or written agreement with Delos, all information and content on the Delos Websites, including, but not limited to, all text, analyses, reports, articles, graphics, software applications, video and audio files, photos, trademarks, service marks and trade dress is owned or licensed by Delos. The content is protected worldwide by applicable intellectual property laws. Unless you have agreed otherwise in writing with Delos, nothing in these Terms and Conditions gives you a right to use any of Delos's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You may not copy, transmit, distribute, modify, publicly perform, reuse, sell, or display any of the content for any public or commercial purpose except with the prior written consent of Delos or the owners of the materials, which they may issue in their sole discretion. In addition, you may not use the content in any other website or in a network computer environment, including framing the content within another website. Except for the limited use rights expressly provided in this paragraph, all rights in content are reserved.

10. USE OF THE DELOS WEBSITES

10.1 Subject to these Terms and Conditions, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Delos Websites for your personal, noncommercial use only and as permitted by the features of the Delos Websites. Delos reserves all rights not expressly granted herein in the Delos Websites. Delos may terminate this license at any time for any reason or no reason.

10.2 You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Delos Websites in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Delos Websites in a manner that sends more request messages to the Delos servers than a human can reasonably produce in the same period of time by using

a conventional on-line web browser (except that Delos grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Delos Websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Delos Websites; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Delos Websites; (vii) collecting or harvesting any personally identifiable information, including account names, from the Delos Websites; (viii) using the Delos Websites for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Delos Websites; (xi) accessing any content on the Delos Websites through any technology or means other than those provided or authorized by the Delos Websites; or (xii) bypassing the measures we may use to prevent or restrict access to the Delos Websites, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Delos Websites or the content therein.

11. JURISDICTIONAL STATEMENT; UNITED STATES ONLY

11.1 The services and products described and information provided through the Delos Websites are directed to and are intended to be made available only to persons in the United States and are not intended for distribution to, or use by, any person in any other country or any jurisdiction where such distribution or use would be contrary to law or regulation or that would subject Delos to any registration requirement within such jurisdiction or country. Software and other materials from the Delos Websites may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported to any country or anyone prohibited by law. Delos prohibits your downloading or exporting of software or other material from the Delos Websites in violation of U.S. Export Laws and/or the laws of your resident country. By downloading software or other material from the Delos Websites, you represent and warrant that you are able to do so in full compliance with all applicable laws.

12. PRIVACY

12.1 You may review Delos's Privacy Policy at <https://getdelos.com/disclosures6c756e61/>.

13. YOUR RESPONSIBILITY FOR SECURITY

13.1 Delos does not warrant that the Delos Websites will operate error-free or are free from viruses, worms, Trojan horses, or other destructive or harmful code. Delos assumes no liability or responsibility for any damages to you, your computer, or other property due to your access to, use of, or downloading of content from the Delos Websites. If you download or copy content from the Delos Websites, you are responsible for taking all reasonable precautions necessary to ensure the security and integrity of your computer and systems, including employing current virus protection software.

14. LINKS

14.1 Links from the Delos Websites to a non-Delos site may be provided for users' convenience only. Delos does not control or review these sites nor does the provision of any link imply an endorsement or association of such non-Delos sites. Delos is not responsible for and makes no representation or warranty regarding the contents, completeness or accuracy, or security of any materials on such sites. If you decide to access such non-Delos sites, you do so at your own risk.

15. INDEMNITY

15.1 You agree to defend, indemnify and hold harmless Delos and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Delos Websites, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms and Conditions, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy

or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; or (v) your willful misconduct.

16. LIMITATION OF LIABILITY

16.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DELOS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE DELOS WEBSITES. UNDER NO CIRCUMSTANCES WILL DELOS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE DELOS WEBSITES.

16.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DELOS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DELOS WEBSITES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE DELOS WEBSITES; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL DELOS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$100.00.

16.3 THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF DELOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16.4 SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS AND CONDITIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. NO WARRANTY

17.1 THE DELOS WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE DELOS WEBSITES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DELOS WEBSITES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DELOS OR THROUGH THE DELOS WEBSITES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, DELOS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE DELOS WEBSITES WILL MEET YOUR REQUIREMENTS; THAT THE DELOS WEBSITES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE DELOS WEBSITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DELOS WEBSITES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE DELOS WEBSITES.

17.2 FURTHER, DELOS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE DELOS WEBSITES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND DELOS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

17.3 FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO

YOU. THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS AND CONDITIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

18. CHANGES

18.1 Delos reserves the right to change the content on the Delos Websites and services provided, including these Terms and Conditions, from time to time without prior notice. The changes may include superseding terms and conditions, specific notices, or the discontinuation or disabling of any service, program, website, or mobile application. YOU SHOULD REVIEW THESE TERMS AND CONDITIONS PERIODICALLY TO BE AWARE OF ANY CHANGES THAT ARE MADE. Your continued use of the Delos Websites constitutes your acceptance of any change or update, all of which shall become controlling when posted.

19. GOVERNING LAW, ARBITRATION, AND CLASS ACTION / JURY TRIAL WAIVER

19.1 You agree that: (a) the Delos Websites shall be deemed solely based in California; and (b) the Delos Websites shall be deemed a passive service that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. These Terms and Conditions shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in San Francisco County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

19.2 READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DELOS. For any dispute with Delos, you agree to first contact us at contact@getdelos.com and attempt to resolve the dispute with us informally. In the unlikely event that Delos has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms and Conditions, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Francisco County, California, unless you and Delos agree otherwise. If you are an individual using the Delos Websites for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Delos from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

19.3 With respect to all persons and entities, regardless of whether they have obtained or used the Delos Websites for personal, commercial or other purposes, all Claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's Claims. You agree that, by entering into these Terms and Conditions, you and Delos are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

20. RESERVATION OF RIGHTS

20.1 Delos reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular internet address. Delos does not intend to market any products or services to children and does not knowingly collect personal information from them. By using the Delos Websites, you represent that you are at least 18 years old. If you are under 18 years old, do not use the Delos Websites.

21. ASSIGNMENT

21.1 These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Delos without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

22. ENTIRE AGREEMENT / SEVERABILITY

22.1 These Terms and Conditions, together with any amendments and any additional agreements you may enter into with Delos in connection with the Delos Websites, shall constitute the entire agreement between you and Delos concerning the Delos Websites. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

23. NO WAIVER

23.1 No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and Delos's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.