

AGREEMENT

IMPORTANT - READ CAREFULLY: THESE TERMS OF USE AND PURCHASE (THIS "AGREEMENT") ARE A LEGAL CONTRACT BETWEEN YOU (THE PERSON OR THE SINGLE BUSINESS ENTITY WHO IS REGISTERED TO USE THIS SITE) AND INSUREMYEQUIPMENT.COM, A DIVISION OF HEFFERNAN INSURANCE BROKERS ("Heffernan Group" or "insuremyequipment.com" or "we" or "us"). BY CLICKING THE "I ACCEPT" ICON ASSOCIATED WITH THIS PAGE, OR REGISTERING FOR USE OF THIS SITE, WHICH WILL SERVE AS YOUR SIGNATURE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND PURCHASE ("Terms & Conditions"), INCLUDING OUR PRIVACY POLICIES, AND THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND PURCHASE, YOU SHOULD EXIT THIS PAGE WITHOUT ACCEPTING AND REFRAIN FROM ALL FURTHER USE OF THIS SITE. IF THIS AGREEMENT IS AMENDED IN ANY WAY THAT DEPARTS FROM THESE STANDARD TERMS AND PRICES, A MANUAL SIGNATURE WILL BE REQUIRED.

LICENSE, SITE ACCESS & USE LIMITATION

We grant you a limited license to access and make personal use of this site. The use of this website is limited to obtaining price quotations and commercial lines insurance coverage for your personal or business property as well as browsing and managing your existing insurance policy(ies), for which we have authorized services to be provided.

The content and information on this website (including, without limitation, price and availability of equipment, products or services), as well as the infrastructure used to provide such content and information (the "System"), is proprietary to us. Accordingly, as a condition of using this website, you agree not to use this website or its contents or information for any other purpose (direct or indirect) other than obtaining price quotations and commercial lines insurance coverage for your personal or business property and casualty insurance.

YOUR ACCOUNT

Before you are authorized to fully access the website and make purchases, we reserve the right to conduct checks and verifications to ensure you have authority to access the Website for procurement purposes. You consent to our requesting credit and other background checks for such purpose. Upon approval, we may issue you an "Account" with a unique: CLIENT ID # and/or CLIENT PIN # On first use of this Website, you will be required to enter your online profile information in the Login Registration pages, where you may be invited to create your own USERNAME and PASSWORD.

By registering on our Website, you agree to provide current and accurate information about yourself as prompted by the Login Registration pages, and you agree to maintain and promptly update your online profile information in order to keep it accurate and current. You warrant that you or your designated agents are at least 18 years of age and possess the legal authority to enter into this Agreement and to use this Website in accordance with all terms and conditions herein. You also warrant that all information supplied by you, or others using your Account, are true and accurate.

You are responsible for maintaining the confidentiality of your Account details and for restricting access to your designated agents. You agree to accept responsibility for all activities that occur under your Account (whether or not performed with your express consent). You agree to (a) immediately notify us of any unauthorized use of your Account, and (b) ensure that you properly exit from your Website session at the end of each visit

ELECTRONIC ORDERS

In order to assure that all electronic transactions conducted using our Website are legally valid and enforceable as a result of the use of available electronic ordering technologies for the mutual benefit of the parties, you agree that:

(a) You and we each may electronically transmit to, or receive from, the other party orders, confirmations and transaction information (collectively "Documents") utilizing the System.

(b) You and we each will each use proper security procedures reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

(c) You and we each adopt as our respective signatures your and our Sender Identification which is to be affixed to or contained in each Document transmitted by such party ("Signature(s)"). You and we each agree that the Signature affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document.

(d) You and we each will use the security procedures required pursuant to these Terms & Conditions to protect the confidentiality of the parties' Signatures.

(e) Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party on the computer used by such party for receipt of Documents hereunder.

(f) If any properly transmitted Document is received in an unintelligible or garbled form, the receiving party shall, if reasonably possible, promptly notify the originating party (if identifiable from the received Document) in a reasonable manner.

(g) Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, to be a "writing" or "in writing". Any such Document when containing, or to which there is affixed, a Signature ("Signed Document") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business and the parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

NOTICES/ELECTRONIC COMMUNICATIONS: IN GENERAL

When you visit our Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications

from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Any notice, submission, order or other document which may be given by you or us under this Agreement shall be deemed to have been duly given if sent electronically, or in writing and left at or sent by pre-paid recorded delivery post, or facsimile transmission (confirmed by letter sent by pre-paid recorded delivery post) to each party's principal or registered office to which notices and other documents may be sent. Any such communication shall be deemed to have been made to the other party when actually delivered, or received. If delivery or receipt occurs outside of Business Days and Business Hours (i.e., falls on a weekend or federal holiday, or is later than 5:30 p.m. Pacific Standard or Daylight Time), in the place of time of delivery, notice will be deemed to have been duly given at the commencement of business on the next day when business is carried out.

If you post information or submit material, and unless we indicate otherwise, you grant us a nonexclusive, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, and display such information with our affiliates, agents and vendors for the purpose of providing insurance products and services to you. You represent and warrant that you own or otherwise control all of the rights to the information that you post; that the content is accurate; that use of the information you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify us and our affiliates and our and their agents and employees for all claims resulting from information you supply. We take no responsibility and assume no liability for any information posted by you or any third party.

NOTICES/ELECTRONIC COMMUNICATIONS: CLAIMS HANDLING

To report a claim, please contact our office immediately:

To report a claim during regular business hours Monday - Friday 8pm-5:30pm), please contact:

InternetBusinessDivision@Heffins.com or call 213-785-6929

Please note you cannot report a claim via voicemail

NOTICES/ELECTRONIC COMMUNICATIONS: WITHDRAWAL OF CONSENT

As noted above, Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party on the computer used by such party for receipt of Documents hereunder. In spite of our mutual intention to transact business electronically, there may be circumstances in which either you or we desire or need to withdraw our consent to do so. You are responsible for filing or keeping track of your records as if they were paper, and it is your responsibility to archive such information. If you wish to withdraw your consent to us to transact business electronically, you may contact us either electronically or by postal or similar delivery service. Your withdrawal of consent is only effective, however, when you have received an electronic or land delivery receipt from us.

In the event that we receive a notification that your e-mail system cannot receive incoming messages, we will (a) attempt to deliver your information two (2) additional times, two (2) or more days apart. If the third attempt to deliver the information to you fails, we may assume that you have withdrawn your consent to receive information electronically. We will then provide (for an extra fee of \$25) all information to you in hard copy form, mailed to the street address you have provided to us. You must then electronically provide your consent to receive future information electronically.

In the event we receive a notification that your e-mail address is inactive/does not exist, then we will (1) take reasonable steps to verify that we have your correct mailing address and/or (2) re-mail the information to any other e-mail address you have provided. If, after verification, no e-mail address you have provided is active, we shall deem you to have withdrawn your consent to receive information from us electronically. Company will then provide all information to you in hard copy form, mailed to the street address you have provided to us at the fee stated above. You must then electronically provide your consent to receive future information electronically.

We shall not be responsible for providing copies of information sent to you electronically if you do not receive such information because you cancelled your e-mail address without notifying us within fifteen days of such cancellation. You may obtain copies of such records for the fee stated above. We will then provide all information to you in hard copy form, mailed to the street address you have provided to us. You must then electronically provide us your consent in order to receive future information electronically.

You shall be responsible for checking your junk, bulk, or spam mail at all times. We are not responsible or liable for failing to deliver a document via email if an email was not received by you as a result of spam guard software

PAYMENT TERMS AND CONDITIONS

To automate payments required for use of this Website, we offer the convenience of secure transaction by means of Electronic Funds Transfer (EFT). If you need to make other payment arrangements, please contact our office at 213-622-6500 or email us at InternetBusinessDivision@heffgroup.com

If your payment method fails or your account is past due, subject to Order or performance status we may variously:

- (i.) Terminate or suspend your Account and access rights
- (ii.) Cancel Preliminary Orders;
- (iii.) Cancel Confirmed Orders and return your monies subject to cancellation charges
- (iv.) Commence collection mechanisms to collect fees owed (this includes retaining collection agencies and legal counsel)

BROKER / ADMINISTRATION FEE AGREEMENT

Once a policy is purchased, you will have appointed Heffernan Professional Practice Insurance Brokers as your broker of record. This appointment is effective the inception date of this policy and will remain in effect for the term of the insurance policy. In consideration for the additional services rendered, but not limited to, Sponsored Educational Seminars, Market Search for Competitive Pricing, Brochures, Informative Mailings, Website Support, Advertising, Insurance Summaries, Contract Review, Claims Management, Loss Prevention & Risk Management. Heffernan Professional Practice Insurance Brokers is charging a fee and may be receiving commission. Client acknowledges the fee has been disclosed and client agrees to pay the fee as follows: 1) Client shall pay Heffernan Insurance Brokers a \$50 fee, and 2) Fee

is fully earned and non-refundable.

PRIVACY POLICIES

This Agreement also incorporates our Privacy Policies. By using our Website, you consent to the collection and use of this information in the manner we describe. This link to Privacy Policies provides an explanation about our online information practices.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Website, you warrant that you will not use this Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

When using the Website, you may not upload or transmit content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin information provided.

While you may make the number of copies of Documents that are necessary and useful for your insurance records, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, insurance products or services obtained from this Website.

In addition, you agree not to:

- (i) access, monitor or copy any content or information of this Website using any data mining, robots, spiders, scrapers or similar data gathering and extraction tools. or any manual process for any purpose without our express written permission;
- (ii) violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- (iii) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; or
- (iv) deep-link to any portion of this Website (including, without limitation, the purchase path for any equipment or services) for any purpose without our express written permission.

Any unauthorized use terminates the permission or license we have granted you.

DISCLAIMER; LIMITATION OF LIABILITY

USE OF THIS SITE IS PROVIDED "AS IS, WHERE IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR DAMAGES TO YOU OR YOUR AGENTS OR EMPLOYEES FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICE OR ANY ORDER OF ANY KIND. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR OR INTERRUPTION SHALL BE TO REQUEST THAT WE CORRECT THE MATTER OR, IF WE FAIL TO DO SO, TO DISCONTINUE USE OF THE SERVICE AT YOUR OPTION.

Our Website will occasionally experience outages during which you or other users will not be able to login, view or operate our Website. We do not warrant that this site, its servers, or e-mail are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use or unavailability of this site.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, OR OURS OR THEIR AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FOR ANY INFORMATION, EQUIPMENT, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE, OUR AFFILIATES, OR OUR OR THEIR AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TERMINATION

In the event that we learn of, or have reasonable grounds to suspect, that your registration information is inaccurate, or that activity in violation of these Terms & Conditions has occurred within your Account, we can suspend or terminate all access to your Account or the services to be provided without notice and refuse to authorize its future use. Any violations of these Terms & Conditions may result in immediate termination. In addition, We reserve the right to discontinue the Services at any time without reason or advance notice to you.

SOFTWARE AVAILABLE ON THIS WEBSITE

Any software that is made available to download from this Website ("Software") is the copyrighted work of us or third party licensors who provide the Software to us. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. For any Software not accompanied by a License Agreement, we hereby grant to you, the user, a personal, nontransferable license to use the Software for viewing and otherwise using this Website in accordance with these terms and conditions and for no other purpose. Without limiting the foregoing, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the License Agreement.

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COPYRIGHT AND TRADEMARK NOTICES

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You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this Website so long as the link does not portray our Website, our vendors, or our or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use our logo or other proprietary graphic or trademark as part of the link without express written permission.

PROCEDURE FOR MAKING COPYRIGHT INFRINGEMENT CLAIMS

We and our affiliates and agents respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us the written information specified below. Please note that this procedure is exclusively for notifying us and its affiliates that your copyrighted material has been infringed.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on this Website or through this service, you may notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit us to locate the material
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

The above information must be submitted as a written notification to the following Designated Agent:

Service Provider(s): Heffernan Insurance Brokers and www.heffgroup.com

Address of Designated Agent: P.O. Box 5608, Walnut Creek, CA 94596

Telephone Number of Designated Agent: (213) 785-6929

Facsimile Number of Designated Agent: (925) 934-8278

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

This information should not be construed as legal advice, for further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

NOTE: This information is provided exclusively for notifying the service providers referenced above that your copyrighted material(s) might have been infringed. All other inquiries, including technical requests, reports of email abuse and third party reports of piracy, will not receive a response through this process.

MODIFICATION OF THESE TERMS & CONDITIONS

We reserve the right to change the terms, conditions, and notices under which this Website is offered, and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of this Website. You will be notified of changes to the terms, conditions, and notices through the Site's message center tools.

RELATIONSHIP OF THE PARTIES

You agree that no joint venture, partnership, employee-employer, franchiser-franchisee, or agency relationship exists between you and us as a result of this Agreement or use of this Website.

ENTIRE AGREEMENT

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the you and us with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Headings are for reference purposes only and do not limit the scope or extent of such section.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of our right to comply with law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use.

Our failure to exercise or enforce any right hereunder, with respect to a breach by you or your designated agents, shall not be deemed to be a waiver of any such right nor operate so as to prevent the exercise or enforcement thereof or of any other right on any other occasion. Any rights not expressly granted herein are reserved.

SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and Agreement shall continue in effect.

APPLICABLE LAW, JURISDICTION, AND ARBITRATION

This Agreement is governed by the laws of the State of California, U.S.A. You hereby consent to the exclusive jurisdiction and venue of the state or federal courts in Los Angeles County, California, in all disputes arising out of or relating to the use of this Website to the extent that any aspect or matter falls to be interpreted, conformed, or adjudicated upon.

You at your option or we at our option may refer any dispute relating in any way to your use of this Website, or charges incurred, or equipment, products or services you ordered, purchased or received through this Website to confidential arbitration in Los Angeles County in the State of California. In such case, arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

All claims filed or brought contrary to the above shall be considered "Improperly Filed Claims". Should you file a claim contrary to the above provisions,

we may recover attorneys' fees and costs up to \$1,000, provided that we notify you in writing of the Improperly Filed Claim, and you have failed to promptly withdraw the claim.