

CYBER LOCKOUT WEBSITE TERMS OF USE

Last Modified: 29th January 2021

Function of Website & Definitions

The purpose and function of this Website (defined below) is to serve as the platform by and through which the following shall interact and communicate with each other regard to User's application for the Insurance and the approval related thereto, User's purchase of the Insurance, and User's purchase of the Technology:

- The business purchasing the Insurance and the Technology ("**User**" as the insured and customer, including its authorized representatives and/or employees);
- Volante International Limited, a company incorporated under the laws of England & Wales ("**Volante**"), that delivers the Technology to a User on behalf of GBMS and, on behalf of the insurer, acts as underwriter and, in turn, provides the Insurance;
- GBMS Tech, Ltd., a company incorporated under the laws of England & Wales ("**GBMS**" as designated technology provider), that provides the Technology;
- The CIMA Companies, Inc., a Delaware corporation ("**CIMA**" as designated retail broker for XS/G), as retailer insurance broker for the Insurance; and
- XS Group, Inc., a Virginia corporation ("**XS/G**"), a wholly owned subsidiary of CIMA, as surplus lines insurance broker for the Insurance.

"**Company Group**" means Volante, GBMS, CIMA and XS/G, collectively.

"**Insurance**" means the Cyber Lockout cyber insurance policy placed by CIMA, by and through XS/G, on behalf of User.

"**Privacy Policy**" means the Company Group's Privacy Policy, located at https://www.cyberlockout.com/assets/policies/Cyber_Lockout_Privacy_Policy.pdf, incorporated herein by reference.

"**Technology**" means the GBMS Trident Lockdown cybersecurity and ransomware protection services to be purchased and installed on User's system as a condition of User's purchase of the Insurance and covered under the Insurance.

“**Website**” means www.cyberlockout.com, including any content, functionality, services (including but not limited to the Insurance and the Technology) offered on or through it.

Acceptance of the Terms of Use

These terms of use (“**Terms of Use**”) are entered into by and between User and Company Group.

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern User’s access to and use of the Website as a registered user. With regard to access to and use of the Website, “**User**” also includes, without limitation, User’s authorized representatives and/or employees.

Please read the Terms of Use carefully before User starts to use the Website. By using the Website and/or by clicking to accept or agree to the Terms of Use when this option is made available, User accepts and agrees to be bound and abide by these Terms of Use and the **Privacy Policy**. If User does not want to agree to these Terms of Use or the Privacy Policy, it must not access or use the Website.

This Website is offered and available to User so long as it is and remains a business entity (public or private corporation, professional corporation, limited liability company, professional limited liability company, partnership or professional partnership) in good standing in and under laws of the United States and/or the State where it was formed or organized.

By using this Website, User represents and warrants that it meets all of the foregoing eligibility requirements, and further that all persons acceding the Website on User’s behalf will be duly authorized to do so and with full authority to bind the User as applicable; if User and/or all such persons do not meet all of these requirements at all times, User and all such persons must not access or use the Website.

Changes to the Terms of Use

Company Group may revise and update these Terms of Use from time to time in Company Group sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in *Governing Law and Jurisdiction* (below) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

User’s continued use of the Website following the posting of revised Terms of Use means that User accepts and agrees to any such changes. User is expected to check this page regularly.

Application for the Insurance and the Technology

In connection with its application for the Insurance and the Technology, User will be required to provide certain information about its business. As part of the application process, User agrees that Company Group may freely use the information provided for internal purposes and as necessary in order to determine eligibility for the Insurance and/or the Technology.

By submitting information as part of the application process, User represents and warrants to Company Group that all such information provided is and shall be true and correct. User is required to update and supplement all such information as necessary to ensure that it is true and correct at all times.

To the fullest extent permitted by law, User shall defend, indemnify and hold Company Group harmless from and against any and all losses, liabilities, damages, actions, suits, demands or claims (including amounts paid in settlement

and reasonable costs of investigation and reasonable attorneys' fees and disbursements) incurred by Company Group arising out of or in connection with any third-party claims alleging that any information provided by User is not true and correct.

Accessing the Website and Account Security

Company Group reserve the right to withdraw or amend this Website, and any services (including but not limited to the Insurance and the Technology) offered on or through the Website, in Company Group' sole discretion without notice. Company Group' will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Company Group may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

User is responsible for both:

- Making all arrangements necessary for User's access to the Website.
- Ensuring that all persons who access the Website through User's internet connection and/or on behalf of the User are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, User may be asked to provide certain registration details or other information. It is a condition of User's use of the Website that all the information User provides on the Website is correct, current, complete and not misleading in any way. User agrees that all information User provides to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by the Privacy Policy and User's consent to all actions Volante take with respect to User's information consistent with the Privacy Policy.

If User chooses, or is provided with, a username, password, or any other piece of information as part of Company Group' security procedures, User's must treat such information as confidential, and User must not disclose it to any other person or entity. User also acknowledges that User's account is unique to User and/or personal to any specific person (as applicable), and agrees not to provide any other person with access to this Website or portions of it using User's and/or any other specific person's username, password, or other security information.

User agrees to notify Company Group immediately of any unauthorized access to or use of User's username or password or any other breach of security. User also agrees to ensure that all users exit from (terminates) access at the end of each session. User should use particular caution when accessing User's account from a public or shared computer so that others are not able to view or record User's password or other sensitive information.

Company Group have the right to disable any username, password, or other identifier, whether chosen by User, assigned to a specific person by Company Group or User, or provided by Company Group in general, at any time in Company Group' sole discretion for any or no reason, including if, in Company Group' opinion, User has violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and User's entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the User, User's licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit User to use the Website for commercial use only. User must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- User's computers may temporarily store copies of such materials in RAM incidental to User access and viewing of those materials.
- User may store files that are automatically cached by User's web browser for display enhancement purposes.
- User may print or download a reasonable number of pages of the Website related to User's use and not for further reproduction, publication, or distribution.
- If Company Group provide desktop, mobile, or other applications for download, User may download a single copy to User's computers, system or mobile devices solely related to User's use, provided that User agrees to be bound by Company Group' end user license agreement for any such applications.

User must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

User must not access or use for any commercial purposes any part of the Website or any services (including but not limited to the Insurance and the Technology) offered on or through the Website.

If User wishes to make any use of material on the Website other than that set out in this section, please address such request in the first instance to: cyberlockout@cimaworld.com.

If User prints, copies, modifies, downloads, or otherwise uses or provides any other person with access to any part of the Website in breach of the Terms of Use, User's right to use the Website will stop immediately and User must, at Company Group's option, return or destroy any copies of the materials User may have made.

No right, title, or interest in or to the Website or any content on the Website is transferred to User, and all rights not expressly granted are reserved by the User. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

Company Group' trademarks and all related names, logos, product and service names, designs, and slogans are trademarks of ours or Company Group's affiliates or licensors. User must not use such marks without the prior written permission of the User. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

User may use the Website only for lawful purposes and in accordance with these Terms of Use.

User agrees not to use the Website in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

User agrees not to use the Website to impersonate or attempt to impersonate a User employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

Additionally, User agrees not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without Company Group's prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

For clarification, any input that User enters on or through the Website is collectively referred to as "**User Contributions**"), and all User Contributions must comply with these Terms of Use.

User understands and acknowledges that it is responsible for any User Contributions submitted or contributes, and User therefore has full responsibility for such content, including User's legality, reliability, accuracy, and appropriateness.

Company Group is not responsible or liable to any third-party for the content or accuracy of any User Contributions entered or posted by User.

Company Group has the right to:

- Remove or refuse to post any User Contributions for any or no reason in Company Group's sole discretion.
- Take any action with respect to any User Contribution that Company Group deems necessary or appropriate in Company Group' sole discretion, including if Company Group believes that such User Contribution violates these Terms of Use, infringes any intellectual property right or other right of any person or entity or could create liability for the User.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend User's access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, Company Group has the right to cooperate fully with any governmental or law enforcement authorities or court order requesting or directing Company Group to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS COMPANY GROUP AND THEIR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY VOLANTE DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER COMPANY GROUP OR LAW ENFORCEMENT AUTHORITIES.

However, Company Group does not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Company Group assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third-party. Company Group has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent such person's identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by Company Group or any other person or entity, if this is not the case.

Reliance on Information Posted

Except for any Quotations, Confirmations of Coverage and Policy Declarations issued by CIMA and XS/G and any technology licenses issued by GBMS, the information presented on or through the Website is made available solely for general information purposes. Company Group does not warrant the accuracy, completeness, or usefulness of such information. Any reliance User places on such information is strictly at User's own risk. Company Group disclaims all liability and responsibility arising from any reliance placed on such materials by User or any other visitor to the Website, or by anyone who may be informed of any of User's contents. The Insurance may not be available in all jurisdictions and is subject to terms, conditions and exclusions contained in the Insurance. Users should refer to their respective Quotations, Confirmations of Coverage and Policy Declarations, as applicable.

This Website includes content provided by third-parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the User, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the User. Company Group is not responsible, or liable to User or any third-party, for the content or accuracy of any materials provided by any third-parties.

Changes to the Website

Company Group may update the content on this Website from time to time, but User's content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and Company Group is under no obligation to update such material.

Information About User and Visits to the Website

All information Company Group collects on this Website is subject to the Privacy Policy. By using the Website, User consents to all actions taken by Company Group with respect to User's information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through this Website of the Technology, or resulting from visits made by User, are governed by the separate *Terms of Sale* specifically provided by GBMS (and located at the following https://www.cyberlockout.com/assets/policies/GBMS_Terms_of_Sale.pdf, as may be updated by GBMS from time to time (each individually and collectively referred to as the "**Terms of Sale**" as the context requires), which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Links from the Website

If the Website contains links to other sites and resources provided by third-parties, these links are provided for User's convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Company Group has no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from User's use of them. If User decides to access any of the third-party websites linked to this Website, User's do so entirely at User's own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is Volante, but it is made available by CIMA under license from Volante for use only by persons located in the United States. Company Group makes no claims that the Website or any of User's content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If User access the Website from outside the United States, User does so on User's own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

User understands that Company Group cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. User is responsible for implementing sufficient procedures and checkpoints to satisfy User's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Website for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY GROUP WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USER'S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR DUE TO USER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

USER'S USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT USER'S OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY GROUP NOR ANY PERSON ASSOCIATED WITH IT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY GROUP NOR ANYONE ASSOCIATED WITH THEM REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY GROUP HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY GROUP, ITS RESPECTIVE AFFILIATES, OR COMPANY GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USER'S USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

User agrees to defend, indemnify, and hold harmless the User, User's affiliates, licensors, and service providers, and User's and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to User's violation of these Terms of Use or use of the Website, including, but not limited to, the User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or User's use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with

the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York. User waives any and all objections to the exercise of jurisdiction over User's by such courts and to venue in such courts.

Arbitration

At Company Group's sole discretion, Company Group may require User to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM COMPANY MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Company Group of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Company Group to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement: Third-Party Beneficiaries

The Terms of Use, the Privacy Policy and Terms of Sale constitute the sole and entire agreement between User and Company Group regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. GBMS, XS/G and CIMA are intended third-party beneficiaries of these Terms of Use.

Comments and Concerns

This website is operated by Company Group.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed in the first instance to: cyberlockout@cimaworld.com.