

Terms and Conditions

BC Brokerage, LLC

Updated: January 15, 2022

BC Brokerage, LLC and its subsidiaries and affiliates, (collectively "BC Brokerage", "we", "us", "our", or "ours"), give you the ability to do more online at www.bc-brokerage.com, the websites of our affiliates, and through our mobile applications (the "Site") to help you get analysis, quote, and start the process of applying for insurance. You can use the Site for online access analysis requests, quote request, product information, educational content, our services, and other insurance tools ("Online Activities").

When you access BC Brokerage website, you are voluntarily agreeing to these terms and conditions of use, plus any additional terms or conditions within the Site itself (collectively "Terms and Conditions"). The Terms and Conditions are in addition to any other agreements between you and BC Brokerage, and your respective insurance carrier.

BC Brokerage, LLC reserves the right to modify or change the Terms and Conditions at any time without prior notice to you. Such modification or change shall be effective upon posting by BC Brokerage, LLC on the Site. You agree to be bound to any changes to these Terms and Conditions when you use the site after any such change is posted.

All information and other materials present on the Site ("Content"), including (without limitation) products and services, are provided "as is." There are no warranties about the Content's nature or accuracy (either when posted or as a result of the passage of time). There also are no representations or guarantees.

BC Brokerage, LLC disclaims all warranties, express or implied. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, security, or accuracy with regard to any website owned by a third party to which or from which the Site is linked ("Linked

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Website"). BC Brokerage, LLC does not endorse and is not responsible for the capabilities or reliability of any product or service obtained from a Linked Website.

The information, products, software or service descriptions published on the Site or a Linked Website may include inaccuracies or typographical errors. BC Brokerage, LLC disclaims liability for such errors and does not warrant or represent that the Content on the Site or a Linked Website is updated or complete. BC Brokerage, LLC has no obligation to update any Content on the Site and may change or improve the Site at any time without notice.

BC Brokerage, LLC does not endorse and is not responsible for the accuracy or reliability of any opinion, advice, or statement made through the Site by any party other than BC Brokerage, LLC. BC Brokerage, LLC makes no representations, warranties, or guarantees that the Site will be accessible continuously and without interruption or errors.

BC Brokerage, LLC's liabilities

In no event will BC Brokerage, LLC, its respective service providers, employees, agents, officers and directors be liable to you for any punitive, indirect, direct, special, incidental or consequential damages. This includes any lost profits, costs of obtaining substitute service or lost opportunity, even if you have notified BC Brokerage, LLC about the possibility of such damages. This also includes any claims by any third parties arising out of (or in any way related to) the access, use, or Content of the Site or a Linked Website. This applies whether such claims are brought under any theory of law or equity.

This limitation on liability includes (but is not limited to) transmission of viruses that infects a user's equipment, mechanic or electronic equipment failure, failure of communication lines, telephone or other interconnects, unauthorized access, theft, operational errors, strikes, or other labor problems, or any force majeure.

Your liabilities

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BC Brokerage, LLC has the right to deny you access and use of the Site and its Content if you violate (as BC Brokerage, LLC may determine in its sole and absolute discretion) any provision of the Terms and Conditions. BC Brokerage, LLC reserves the right to seek all other remedies available at law and in equity. You agree, at your own expense, to defend, indemnify and hold BC Brokerage, LLC harmless from any claim or demand (including reasonable attorneys' fees) made by a third party in connection with (or arising out of your access to, or use of) the Site or any of its Content in a manner other than as expressly authorized by these Terms and Conditions. This includes your breach of the Terms and Conditions or your violation of applicable laws or any rights of any third party.

Personal information

BC Brokerage, LLC takes your privacy and online security very seriously. Our Privacy Policy explains how we collect, use and share visitor information.

Updating your personal information

You are responsible for telling BC Brokerage, LLC and your insurance carrier, individually, if you have changed your personal information, such as your name, telephone number, mailing address, email address or other personal information.

Consent to recording activity on the site

We may record or capture your activity on the Site, including where you click and items that you view. When you access the Site, you are agreeing to these Terms and Conditions, including consenting to the recording or capturing of your activity on the Site.

Spamming and solicitation

You may not use any information obtained from the Site for spamming or solicitation.

Automated data collection

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You may not collect data from the Site through automated means, such as harvesting bots, robots, crawlers, or scrapers.

Notice of applicability to children

The Site is not intended for children. You must be 18 or older to apply for coverage.

User IDs, passwords, or access codes

Some portions of the Site are restricted and require a user ID, password, or access code, for access. Unauthorized use of or access to these areas of the Site is prohibited. You are responsible for maintaining the confidentiality of your user ID, password, or any access code. You may not share your user ID, password, or any access code with other users or with third parties. BC Brokerage, LLC is not liable for any loss, theft, or unauthorized disclosure or use of your user ID, password, or access code if you do not properly secure your user ID, password, or access code, or if you choose to share your user ID, password, or access code with another user or third party. You will immediately notify BC Brokerage, LLC in the event of any loss, theft, or unauthorized disclosure or use of any user ID, password, or access code, or if you have reason to believe that your access to your account is no longer secure for any reason.

Through your use of the Site for Online Activities, you agree to conduct business and certain transactions with BC Brokerage, LLC electronically, including receiving information or documents through available electronic delivery methods.

In order to conduct some Online Activities, you may be given the option to use electronic signatures in lieu of using your "wet" or traditional written signature. Electronic signatures may be provided in various forms on the Site, including clicking or checking a box or engaging in a similar process as instructed online. You agree that your electronic signature shall have the same force and effect as your written signature. That means you intend and agree to be bound by the terms and conditions in such electronic transaction, just as if you had signed your name to a paper document.

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If you do not want to conduct business electronically, you may discontinue your Online Activities at any time.

BC Brokerage, LLC is intended to provide you with electronic access to certain claim information. It does not replace communications with the claims adjuster and/or written claim correspondence. For additional information concerning a claim, you should contact your assigned adjuster.

The display of claim information within BC Brokerage, LLC is not an indication that BC Brokerage, LLC has confirmed the accuracy of the reported information or that we have completed our claim investigation. If you have questions or concerns about the accuracy of the information displayed in BC Brokerage, LLC, please contact your assigned adjuster.

If you are a BC Brokerage, LLC client and you cancel your policy with your insurance carrier, BC Brokerage, LLC, will discontinue servicing at 30 days after cancellation of the policy. You will continue to receive communications and correspondence by telephone and mail, and BC Brokerage, LLC will continue to investigate and evaluate your claim in accordance with the terms and conditions of the policy and state law.

If you become represented by counsel and no longer wish to receive email correspondence from BC Brokerage, LLC, it is your obligation to submit this request in writing to your assigned adjuster. The written correspondence must specifically note that you are requesting an end to BC Brokerage, LLC emails. It is your obligation to discontinue use of the BC Brokerage, LLC if you become represented by counsel and no longer wish to receive online BC Brokerage, LLC access.

Within BC Brokerage, LLC, you have the option to upload and submit your own photographs and documents related to the incident. Only upload photos and/or documents that are related to the claim and fall into one of the categories made available through the Photo & Documents Upload feature. Do not upload correspondence or time-sensitive materials. Also, please do not upload photographs or documents related to an injury claim, such as medical records, medical bills and/or injury photos. Any photos or documents that do not fall into one of the categories made available through the Photo &

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Documents Upload feature should be emailed, mailed, or faxed to your claims representative. All uploaded photos and documents become the property of BC Brokerage, LLC and will be used in the investigation, evaluation, and resolution of your claim, and for any other business purpose.

Coverage information displayed in BC Brokerage, LLC does not replace or modify any provisions of your policy or your policy Declarations Page. You should read your policy and policy Declarations Page for complete information on your coverage. If there is any conflict between the policy, your policy Declarations page, and the information listed on the BC Brokerage, LLC webpages, the provisions of the policy and policy Declarations Page shall prevail.

Intellectual property

Intellectual property is protected by copyrights, trademarks, patents, international treaties, or other proprietary rights and laws of the United States and other applicable countries. You agree to abide by all applicable proprietary rights and laws, as well as any additional trademark or copyright notices or restrictions contained in these Terms and Conditions. These Terms and Conditions grant you no right, title, or interest in BC Brokerage, LLC's intellectual property and create no relationship between you and BC Brokerage, LLC. You may address all inquiries concerning use of BC Brokerage, LLC's intellectual property to: BC Brokerage, LLC.

Trademark

BC Brokerage, LLC, the BC Logo, and other names, graphics, slogans, logos, trade dress, and identifiers ("Marks") displayed on the Site are the property of BC Brokerage, LLC. BC Brokerage, LLC's Marks may not be used in connection with any product or service that is not BC Brokerage, LLC's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits BC Brokerage, LLC, or suggests sponsorship or endorsement by BC Brokerage, LLC unless first approved in writing.

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You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through the Site for commercial or public purposes, without the prior written permission of BC Brokerage, LLC.

Designated agent (Digital Millennium Copyright Act)

BC Brokerage, LLC respects the intellectual property of others. If you believe that your work is protected by a United States copyright has been copied in a way that infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent, with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted work claimed to have been infringed, including a URL (if applicable). If multiple copyrighted works at a single online site are covered by a single notification, please provide a representative list of such works on that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed (or access to which is to be disabled). Please provide information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and email address
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law
- A statement that the information in the notification is accurate (under penalty of perjury) and that you are authorized to act on behalf of the owner of an exclusive right that's allegedly infringed

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You acknowledge that if you fail to comply with all of these requirements, your DMCA notice may not be valid.

If you believe that your content that was removed, or to which access was disabled, from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature
- Identification of the content that has been removed (or to which access has been disabled) and the location where the content appeared before it was removed or disabled
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content
- Your name, address, telephone number and email address
- A statement that you consent to the jurisdiction of the federal court in Indianapolis, IN
- A statement that you will accept service of process from the person who provided notification of the alleged infringement

If a counter-notice is received by the Copyright Agent, BC Brokerage, LLC may send a copy of the counter-notice to the original complaining party informing them that we may replace the removed content

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or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced (or access to it restored) in 10 to 14 business days. Replacing or restoring content is at BC Brokerage, LLC's sole discretion and could take longer than 14 business days.

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We are not responsible for the use or disclosure of any personal information accessed by any company or person to whom you provide your Site username and password. If you provide your Site username, password, or other information about your accounts with us to an aggregation website, we will consider you to have authorized all transactions or actions initiated by an aggregation website, whether you were aware of a specific transaction or action. If you decide to revoke the authority you have given to an aggregation website, we strongly recommend that you change your password for the Site to ensure that the aggregation website can no longer access your account.

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BC Brokerage, LLC values your feedback. However, BC Brokerage, LLC does not accept, review, or consider any unsolicited ideas, materials, proposals, suggestions, or other creative concepts or content, including for advertising campaigns, names, marketing strategies, new, modified, or different products, services, or technologies (collectively "Submission") through the Site. Please do not send or provide any Submission in any form to BC Brokerage, LLC or any of its employees or contractors. BC Brokerage, LLC makes this request to avoid misunderstandings or disputes regarding the origin of any BC Brokerage, LLC advertising,

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promotion, concept, product, service, or technologies that might seem similar to a Submission provided to BC Brokerage, LLC.

If, despite our request that you not send us your Submission, you still submit them, then regardless of what your correspondence says, such Submission, along with related intellectual property rights will automatically become the property of BC Brokerage, LLC without any compensation to you. BC Brokerage, LLC is under no obligation to review the Submission. None of the Submission shall be subject to any obligation of confidence on the part of BC Brokerage, LLC. Also, BC Brokerage, LLC shall not be liable for any use or disclosure of any Submission and may use or redistribute the Submission for any purpose and in any way on an unrestricted basis.

Visitor submissions

All communications initiated by you (also defined herein as a "Visitor") and made to or through portions of the Site that permit uploading of questions, comments, or other material are hereby considered "Visitor Submissions."

If you submit material intended for display where technically permitted within the Site, you agree to abide by the terms set forth herein. Visitor Submissions will not contain any content that is illegal, indecent, profane (either directly or indirectly through partially-obscured words, letters, phrases, terminology or the like), threatening, defamatory, derogatory, counter to BC Brokerage, LLC's Privacy Policy, or otherwise injurious to BC Brokerage, LLC or third parties. Visitor Submissions also should not consist of or invoke malicious software code, constitute commercial solicitation (except where pre-approved by BC Brokerage, LLC), consist primarily of an unsolicited electronic mass mailing, be political in nature, or the like. Where an email address is required to upload Visitor Submissions, you agree to use a valid email address and represent that you are the individual identified by the address. If you wish to submit materials to the Site, you are prohibited from impersonating any other individual or entity, or otherwise mislead as to the origination of the Visitor Submission.

Visitor Submissions will not be accepted that infringe in any manner on the copyright, trademark, or other intellectual property rights of any person or entity, or that contain privileged, confidential, proprietary, or

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trade-secret information of any individual or entity, or that may violate the legal rights of any person or entity in any jurisdiction or locale. You may not submit materials that are (or purport to be) the personally identifiable information about others, such as full name, postal address, email address, telephone number, or any other personal attribute which would constitute harassment or an invasion of privacy.

Visitor Submissions become the property of BC Brokerage, LLC. You grant BC Brokerage, LLC a non-exclusive, royalty-free, perpetual, irrevocable, fully-transferable, sub-licensable, and assignable right to use, edit, modify, adapt, translate, edit, and reformat Visitor Submissions as necessary, and for any purpose, anywhere in the world, including into those forms that may constitute advertising. If you submit a Visitor Submission, you are also hereby granting to BC Brokerage, LLC the non-exclusive right to seek enjoinder and possible damages from any third party who otherwise uses Visitor Submissions in an unauthorized way or through unauthorized reproduction of any Visitor Submission.

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Visitors also hereby agree to not redistribute or reproduce elsewhere Visitor Submissions in any manner or in any media, including the re-submission or republishing of any Visitor Submission on any other site not affiliated with BC Brokerage, LLC.

(Please note: All products not offered by all companies in all states.)

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Products, coverages, discounts, insurance terms, definitions, and other descriptions are intended for informational purposes only. They do not in any way replace or modify the definitions and information

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contained in your individual insurance contracts, policies, and/or declaration pages from BC Brokerage, LLC-affiliated underwriting companies, which are controlling. Such products, coverages, terms, and discounts may vary by state. Exclusions may apply.

Subject to underwriting guidelines, review, and approval. Products and discounts are not offered by all companies. Not all products and discounts are available to all persons in all states

Tax advice disclaimer

The information contained herein was prepared to promote and support the marketing of the products and services of BC Brokerage, LLC. It is not intended to constitute tax advice. It is not written or intended to be relied upon for the purpose of avoiding tax penalties that may be imposed on a taxpayer, and cannot be used by any taxpayer for that purpose. BC Brokerage, LLC, its affiliates, employees, and representatives do not provide tax or legal advice. You should seek advice on matters related to taxes specific to your situation from your own independent tax advisor.

No offer

Information on the Site is not a solicitation, offer, recommendation, invitation, or inducement to buy or sell any investment or financial product, adopt an investment strategy or to enter into or conclude any transaction. Prospects and clients should discuss their specific situation with their financial professionals.

COMPANY INFORMATION

The term "BC Brokerage, LLC" as used in these Terms and Conditions is an insurance brokerage. We are not an insurance carrier. We are a 3rd party, connecting households and small businesses to the insurance carrier that fits their risk profile the best. We are compensated via commission when an insurance policy is purchased and put in place.

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Each underwriting company is financially responsible for its own insurance products. Additional BC Brokerage, LLC subsidiaries and affiliates not listed above may be hyperlinked to this website and contain separate Terms & Conditions for Use and separate Privacy Statements applicable to those websites, which can be reviewed on the subsidiary or affiliate specific website.

Entire agreement

Except to the extent otherwise set forth in these Terms and Conditions, these Terms and Conditions set forth the entire understanding between BC Brokerage, LLC and you with respect to your access to (and use of) the Site and its Content. These Terms and Conditions replace all prior or simultaneous understandings about access and use.

Severability

If any portion of these Terms and Conditions is found to be unenforceable, the remaining sections of these Terms and Conditions will remain in effect.

Waiver

Failure by BC Brokerage, LLC, in any instance, to exercise any of its rights under the Terms and Conditions will not constitute waiver of such right or any other rights under the Terms and Conditions.

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