

Terms of Use

These Terms of Use (together with any documents expressly incorporated by reference, these “**Terms of Use**”) are entered into by and between you and Breckpoint, Inc and its affiliates (collectively, “**Breckpoint**,” “**we**,” “**us**” or “**our**”). These Terms of Use govern your access to and use of this website, Including any content, functionality, products or services offered through this website.

Please read the Terms of Use carefully before you start to use this website. By using the website, you accept, consent to and agree to be bound and abide by these Terms of Use and our Privacy Policy, Incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy you must not access or use the website.

This website is offered and available to adult users who are eighteen (18) years of age or older, and is not intended for or directed to anyone under sixteen (16) years of age. By using this website, you represent and warrant that you meet this eligibility requirement and that you will comply with these Terms of Use, the Privacy Policy and all applicable U.S. federal, state and local, as well as foreign and international, laws, rules and regulations (collectively, “**Laws**”). If you do not meet these requirements, you must not access or use the website.

1.0 Changes to the Terms of Use. We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when posted to the website, and apply to all access and use of the website thereafter. Continued use of the website after such changes are posted is deemed acceptance of any revised Terms of Use. You must review these Terms of Use on a regular basis to keep yourself apprised of any changes. Breckpoint may terminate these Terms of Use, with or without cause, at any time, without notice and without penalty. You agree that Breckpoint shall not be liable to you or any third party for any modification, termination or alteration of these Terms of Use.

2.0 Intellectual Property Rights.

2.1 All content, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) on the website is copyrighted and owned by Breckpoint, its licensors or other providers of such materials unless otherwise noted, and is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, rules and regulations (collectively, “**IP Laws**”). Such content, features and functionality may not be used, except as provided within these Terms of Use or the text of the website, without Breckpoint’s express prior written permission.

2.2 Except as otherwise stated, all trade names, logos, icons, service marks and registered and unregistered trademarks are proprietary to Breckpoint (collectively, “**Proprietary Materials**”). Your use of Proprietary Materials, except as provided within these Terms of Use or the text of the website, without Breckpoint’s express prior written permission, is strictly prohibited. Nothing contained on the website should be construed as granting, whether by implication, estoppel or otherwise, any license or right to use any Proprietary Materials displayed on the website without express prior written permission of Breckpoint or such third party that may own trademarks or other intellectual property displayed on the website.

2.3 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or otherwise use any of the material on our website, except as follows:

2.3.1 Your computer may temporarily store copies of such materials from our website in RAM incidental to your accessing and viewing those materials.

2.3.2 You may store files that are automatically cached by your web browser for display enhancement purposes.

2.3.3 You may print or download one copy of a reasonable number of pages of the website for your own use and not for further reproduction, publication or distribution.

2.3.4 If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by applicable end user license or other agreements for such applications, if any.

2.3.5 You must not:

2.3.5.1 Modify copies of any materials from this website.

2.3.5.2 Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

2.3.5.3 Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this website.

2.3.6 If you print, copy, modify, download or otherwise use or provide any other person or entity with access to any part of the website in breach of these Terms of Use, your right to use or access the website shall immediately cease and you must, in our sole discretion, return or destroy any copies of the materials or parts of the website you have made. No right, title or interest in or to the website, or any content, feature or functionality within the website, is transferred to you, and any rights not expressly granted herein, whether express or implied, are reserved by Breckpoint.

2.4 Any use of the website not expressly permitted within these Terms of Use constitutes a breach of these Terms of Use and may violate applicable IP Laws. You are also advised that Breckpoint aggressively enforces its intellectual property rights to the fullest extent of the law, including, but not limited to, the seeking of criminal prosecution.

2.5 Any rights or remedies afforded to us under this Section 2 shall not be read or otherwise interpreted to preclude Breckpoint from enforcing any other rights or remedies that may be available to us under these Terms of Use, the Privacy Policy or applicable Laws.

2.6 Breckpoint does not represent or warrant that your use of materials displayed on the website will not infringe the rights of third parties not owned by or affiliated with Breckpoint.

3.0 Accuracy. While Breckpoint uses reasonable efforts to include accurate, complete and up-to-date information on the website, Breckpoint makes no guaranties, representations or warranties of any kind, whether express or implied, that any of the content on this website is accurate, complete, up-to-date, timely or otherwise applicable to you. Breckpoint assumes no liability or responsibility for any errors or omissions in the content of the website. This Section 3 shall not apply to documents or other content made available by or through the website if such documents or content arises out of insurance products or services you have purchased from or through Breckpoint.

4.0 Your Use of the Website.

4.1 You are ultimately responsible for all content posted and activity that occurs when you access the website, or under your account (even if that content or activity occurs from other individuals or third parties who have accessed the website through your account). You may use the website only for lawful purposes and in accordance with these Terms of Use. You agree that:

4.1.1 You will not use our website in any way that violates any applicable Laws (including, without limitation, any laws regarding the export of data or software to or from the United States or other countries), or otherwise prohibited by these Terms of Use.

4.1.2 You will not use our website for the purpose of exploiting, harming or attempting to exploit or harm any individual, in any way, by exposing them to inappropriate content, asking for Personal Information (as defined within the Privacy Policy and under applicable Laws) or otherwise.

4.1.3 You will not use the website to harass, abuse, defame, stalk or threaten others.

4.1.4 You will not use the website to transmit or procure the sending of any advertising or promotional material, Including any “junk mail,” “chain letter,” “spam” or any other, similar solicitation.

4.1.5 You will not engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or that, as determined by us in our sole discretion, may harm Breckpoint or other users of the website, or expose Breckpoint or other users to liability.

4.1.6 You will not attempt to compromise the security of the website, including, but not limited to, by uploading viruses or other malicious code.

4.1.7 You will not attempt to circumvent any content filters or content filtering techniques used by Breckpoint.

4.1.8 You will access only those areas or features of the website that we have authorized you to access, and you will not attempt to access any areas or features of the website that you are not authorized to access.

4.1.9 You will not probe, scan or test the security or vulnerability of the website, including, but not limited to, any Breckpoint system, network or server.

4.2 We have the right to disclose your identity to any third party who is claiming that your use of materials displayed on the website constitutes a violation of their intellectual property rights or of their right to privacy. We will not be responsible or liable to any third party for your use of materials displayed on the website.

5.0 Privacy. Your privacy is important – both to you and to us. All information we collect about you on this website is subject to our Privacy Policy. Please view our Privacy Policy to learn how your information is handled when you use our website.

6.0 Third Party Services and Links.

6.1 We may provide links to third party websites that may be of interest to you. Breckpoint is not responsible for, and makes nor representations or warranties with respect to, the content, quality, safety, availability, completeness, accuracy, privacy policies, legality or any other information, practices or policies of any such third party website that may be accessed from the website. Each entity whose website is linked is responsible for its own privacy policy, terms of use and any other policies that may govern your use of its website and services. Each entity whose website is linked is responsible for the completeness, accuracy and legality of its own website.

6.2 When you click on one of the provided links, you are leaving our website to enter another site on the Internet. If you decide to access any of the third party sites linked to through our website, you do so entirely at your own risk. You agree that we are not liable for any harm or damages related to the purchase or use of goods, services, websites, resources, content or any other transactions made in connection with any third party websites or advertisers. Complaints, claims, concerns or questions regarding third party products or services should be directed to the third

party. You hereby waive any claim against Breckpoint with respect to these third party websites.

7.0 Digital Millennium Copyright Act.

7.1 Breckpoint does not permit copyright infringing activities or infringement of intellectual property rights on the website.

7.2 If a person is a copyright owner or agent thereof and believes that any content posted on the website infringes upon another's copyrights, such person may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing Breckpoint's copyright contact, identified below, with the following information, in writing:

7.2.1 Information identifying the copyrighted work that is claimed to have been infringed, such as the copyrighted work's title, author, URL or other information;

7.2.2 Sufficient information allowing us to identify and locate the allegedly infringing material;

7.2.3 Your contact information, including your address, telephone number and email address, so that we may contact you;

7.2.4 A personal statement that you have a good faith belief that the use of allegedly infringing material is not authorized by the alleged copyright owner, its agent or law;

7.2.5 A statement, under penalty of perjury, that the information in your notification is accurate and that you are authorized to act on behalf of the alleged copyright owner; and

7.2.6 A physical or electronic signature of a person authorized to act on behalf of the alleged copyright owner.

7.3 We recommend that you speak to a legal advisor before filing a DMCA notice with our designated copyright contact to assess your rights.

7.4 Please send all DMCA notices to Breckpoint's copyright contact to receive notifications of claimed infringement at:

or

Breckpoint, Inc 8918 Spanish Ridge Ave, Suite 200 Las Vegas, NV
89148 Attention: Client Services

8.0 Indemnity. You agree to indemnify, defend and hold harmless Breckpoint, INC, its affiliates and their respective employees, officers, directors, partners, shareholders, members, managers, agents, other representatives, successors and assigns (each, an "**Breckpoint Party**"), at your sole expense, from and against any claim, action, legal proceeding, damages, liability,

settlements, expenses (including reasonable attorneys' fees) and other costs arising out of or relating to your access or use of the website; your content; your breach of these Terms of Use; your negligence or misconduct; or a claim that your use of the website infringes the copyright, trademark, trade secret, patent or other rights of a third party. Breckpoint may, at its sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

9.0 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

9.1 Your use and browsing of the website is at your risk. Neither Breckpoint nor any other party involved in creating, producing or delivering the website is liable for any direct, Incidental, consequential, indirect or punitive damages arising out of your access to, or use of, the website. Without limiting the foregoing, except as expressly set forth herein, everything on the website is provided to you on an "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE OPERATION OF THE WEBSITE OR THE

CONTENT OR INFORMATION ON THE WEBSITE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.2 Although we take reasonable steps to prevent the introduction of viruses, worms, Trojan horses or other malware or destructive materials, we do not guarantee or warrant that the website or materials that may be accessed or downloaded from the website do not contain such contaminating or destructive properties. You understand and agree that any content, files or other information downloaded or otherwise obtained through your use of the website is at your discretion and risk and that Breckpoint is not liable for any damages or harm to your device(s) or loss of data attributable to such content, files or information. If you rely upon the website or any materials available through the website, you do so solely at your own risk. Breckpoint is not responsible for any errors or omissions or for the results obtained from the use of any information provided on the website.

9.3 Breckpoint assumes no responsibility and assumes no liability for any content provided by you, another user or third party through our website. Breckpoint is not responsible for any content that may be inappropriate, offensive, misleading, illegal or otherwise objectionable.

9.4 Breckpoint does not warrant that access to or use of the website will be uninterrupted, timely, secure or error-free. There may be delays, errors, defects, omissions, interruptions and inaccuracies in the information or other materials available on or

through the website. Breckpoint is not responsible for the availability, use, timeliness, security, validity, accuracy or reliability of, or the results of the use of, the content of the website, or other any other website that may be linked to on through the website. Breckpoint reserves the right to correct any errors or omissions on the website and, to the extent it chooses to do so, shall make corrections in its sole discretion.

9.5 IN NO EVENT SHALL ANY BRECKPOINT PARTY HAVE ANY LIABILITY FOR ANY CLAIM, LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THE WEBSITE; THE USE OR THE INABILITY TO USE THE WEBSITE; ANY CONTENT DISPLAYED ON OR PROVIDED VIA THE WEBSITE; ANY PRODUCTS OR SERVICES PURCHASED, LICENSED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH THE WEBSITE; THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; OR ANY USER CONTENT, IN ALL CASES REGARDLESS OF WHETHER BRECKPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY NEGLIGENCE OF BRECKPOINT, INC OR ANY OF ITS AFFILIATES. THESE LIMITATIONS SHALL APPLY

NOTWITHSTANDING ANY FAILURE OR ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.5.1 In no event will the aggregate liability of all Breckpoint Parties for any and all claims related to the website exceed the lesser of USD 100 and 10% of the total amount paid to Breckpoint by you within the last 12 months.

9.5.2 In those jurisdictions that prohibit the exclusion or limitation of liability for consequential or incidental damages, any such liability shall be limited to the maximum extent permitted by law.

10.0 MISCELLANEOUS.

10.1 Choice of Law; Jurisdiction; Venue. These Terms of Use are governed by and construed under the internal laws of the State of Michigan (without giving effect to any choice or conflict of law provision or rule (whether of Michigan or any other jurisdiction) that would cause the application of laws of any other jurisdiction other than those of the State of Michigan), except to the extent preempted by the laws of the United States. Any claims or disputes arising out of or relating to these Terms of Use are also governed and construed by the laws of the State of Michigan. All disputes arising out of or related to these Terms of Use and the website shall be subject to the exclusive jurisdiction of the state and federal courts located in Grand Rapids, Michigan, Including the Michigan District or Circuit Court and the United

States District Court for the Western District of Michigan, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

10.2 Transmitted Information. Except with respect to any documents or other content you provide by or through the website at Breckpoint's request or direction and in connection with insurance products or services you have purchased from or through Breckpoint: (a) any communication or material you transmit to the website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like, is and will be treated as non-confidential and non-proprietary; and (b) anything you transmit or post may be used by Breckpoint for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Breckpoint is free to use any ideas, concepts, know-how or techniques contained in any communication you send to the website for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. This means we can use the ideas you to provide us without compensating you.

10.3 Illicit Content. Although Breckpoint may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on the website, Breckpoint is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission,

falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information contained within such locations on the website. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered illegal or constitute a criminal offense, give rise to civil liability or otherwise violate any law. Breckpoint will fully cooperate with any lawful and enforceable request made by law enforcement or other public authorities or court orders requesting or directing Breckpoint to disclose the identity of anyone posting any such information or materials. When requested, we will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

10.4 Severability. If any portion of these Terms of Use is found to be unenforceable, that provision will be severed from these Terms of Use, and will not affect the validity and enforceability of the remaining Terms of Use.

10.5 Complete Terms of Use. These Terms of Use, along with any other documents incorporated by reference, make up the entire agreement between you and Breckpoint with respect to the subject matter of these Terms of Use. We reserve all rights that are not expressly granted to you. You may not transfer any rights given or obligations borne to you under these Terms of Use

without our express prior written consent. We do not waive any provision under these Terms of Use even if it is not enforced.

10.6 Preventing Unlawful Activity. Breckpoint reserves the right to investigate complaints or reported violations of these Terms of Use, and to take any action deemed appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties, and disclosing any information necessary to such persons or entities.

10.7 Responding to Lawful Disclosure Requests. Breckpoint may be required to disclose your information in response to a lawful and enforceable request by law enforcement, judicial body or other public authorities, or in connection with an enforceable legal obligation. In such instances, we will disclose your Personal Information upon receipt of an enforceable court order, subpoena or other lawful process, or where otherwise required by law.

11.0 ELECTRONIC TRANSACTIONS & COMMUNICATIONS. For electronic transactions and communications received, transmitted, processed, and completed on this website, you accept, consent to and agree to be bound by these Terms of Use and the Disclosure and Agreement To Conduct Electronic Transactions.

12.0 [CONTACT US](#). For more information, or should you have further questions regarding these Terms of Use, you may contact us at Benefits@Breckpoint.com

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