



WEBSITE AND MOBILE APPLICATION TERMS OF USE

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These terms and conditions (“Terms of Use”) govern your access to and use of the Website, which includes your access to the content, functionality, products and services offered through the Website. Unless otherwise specified, all references to the Website include any software or application Ascendant provides to you that permits you to access the Website from a mobile device (a “Mobile App”). It is your responsibility to review these Terms of Use each time you use the Website. By using the Website, you acknowledge and agree that any activity on this Website is subject to monitoring by Ascendant at any time, and that Ascendant may use the results of such monitoring without limitation, subject to applicable law.

These Terms of Use are in addition to, and do not change or alter any other contract, policy or agreement between you and Ascendant or any of its affiliates. Neither agreeing to these Terms of Use, nor visiting this Website, guarantees that you are eligible to receive coverage under any product offered by Ascendant through this Website or otherwise.

Throughout these Terms, the terms “we,” “us,” and “our” refer to Ascendant and the terms “you” and “your” refer to any visitor to or user of the Website, including, but not limited to, visitors and users that are Producers, Authorized Employees, Customers, and/or Insured Parties (each as defined herein).

These Terms of Use are effective as of: June 30, 2020.

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE YOU START USING THE WEBSITE. BY ACCESSING OR BROWSING THE WEBSITE YOU AGREE TO BE LEGALLY BOUND, WITHOUT LIMITATION OR QUALIFICATION, TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL, OR ANY, OF THE PROVISIONS IN THESE TERMS OF USE PLEASE IMMEDIATELY EXIT AND MAKE NO FURTHER USE OF THE WEBSITE.

Access to and use of the Website, is subject to all applicable laws and regulations as well as these Terms of Use and Ascendant’s Privacy Policy (“Privacy Policy”) located on our website which set forth the legally binding terms related to your access and use of the Website.

ABOUT THE WEBSITE

Subject to these Terms of Use, the Website provides information about our products and services and allows: (i) users to obtain information about the insurance policies provided by or through Ascendant (each a “Policy,” collectively “Policies”); (ii) insurance agencies and agents to submit certain documentation and enter certain information (i.e. agent’s or agency representative’s name, e-mail address, and phone number, agency’s legal name, address, year of establishment, number of employees, and principal owners as well as insurance licensure information) in order to apply to become agents or agencies authorized by Ascendant to solicit and sell certain Policies to third-parties (“Producers”) (such third parties to whom such insurance policies will be solicited or sold are

referred to herein as “Customers”); (iii) individuals and entities insured under a Policy (each an “Insured Party” or collectively “Insured Parties”) to enter their billing information to submit payments in connection with such Policy; (iv) Insured Parties to access the Insured Portal in order to review and manage Policies, review and print Policy-related documents, and view coverage and billing information; and (v) Producers and Authorized Employees, through the Agent Portal, to (a) download and submit documentation and enter certain information (i.e. Producer’s or Authorized Employee’s e-mail address, Customers’ contact information, government-issued identification numbers, insurance history, and other information specific to the type of insurance requested) to submit quote requests, Policy applications, Policy endorsements, and motor vehicle report (“MVR”) requests; (b) download additional information about Policies; (c) review, track, and manage quote requests, quotes, Policy applications, binders, issued Policies, Policy renewal deadlines, MVR requests and MVRs; (d) submit payments related to Policies; (e) review and/or track data and information related to Producer’s production goals, sales, and commission; and (f) report a problem with the Website by submitting a description of the problem as well as Producer’s or Authorized Employee’s contact information.

YOU MUST BE AT LEAST 18 YEARS OF AGE

By using, registering, and/or providing any information on the Website, you certify that you are at least eighteen (18) years of age, or if you are under 18 years of age (a “Minor”), that you are using the Website with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Website and agree to the Terms of Use. If you are a parent or legal guardian of a Minor, you agree to bind the Minor to these Terms and to fully indemnify and hold harmless Ascendant if the Minor breaches any of these Terms. We do not collect personally identifiable information (“PII”) from any person whom we actually know is a Minor.

CHANGES TO THE WEBSITE AND/OR TERMS OF USE

From time to time and without providing notice to you, we will make changes or improvements to the items, services, and/or features included on the Website. Additionally, from time to time and in our sole discretion, and without providing notice to you, we will change or make additions to these Terms of Use, in which case we will post the revised Terms of Use on the Website and the revised Terms of Use will be effective immediately upon posting. We will alert you about any changes by updating the “Last updated” date of these Terms of Use and you waive any right to receive specific notice of each such change.

You are responsible for reviewing the most current version of the Terms of Use before using the Website to ensure that you agree to any revisions to the Terms of Use. Your use of the Website after we post any revisions constitutes your agreement to all the updated Terms of Use. If at any time you do not agree to the revisions, you must immediately cease all use of and access to the Website. You further agree that these methods of providing notice and acceptance of changes or amendments to these Terms of Use and to the Website are reasonable.

PRIVACY POLICY

When requesting certain information, products or services via the Website, you will be asked to provide certain personal and other information. You agree that all information you provide to Ascendant through the Website or otherwise, is governed by our Privacy Policy, which is hereby incorporated in these Terms of Use. By using the Website, you are accepting the terms and conditions of our Privacy Policy. If you do not agree to your information being used in any of the ways described in the Privacy Policy, you must discontinue use of the Website. By continuing to use the Website and providing information to Ascendant through the Website or otherwise, you accept your information being used as described in the Privacy Policy.

PRODUCTS OR SERVICES OFFERED

The products and services described on the Website are continuously being updated and changed and it is possible that some of the products and/or services displayed on the Website may not be available at a particular time. Additionally, not all products described on the Website may be available in all states, and some products offered in a particular state may vary from the product description included on the Website. Further, you may not be eligible to

purchase a product or service, depending on underwriting criteria. Ascendant is not responsible to you, or to any other party, if a product or service displayed on the Website is not available for purchase at any particular time or if a product or service varies from a description provided on the Website.

The insurance products and services, including the Policies, described on the Website are only intended for persons and entities in the states and jurisdictions of the United States where these insurance products and services may legally be sold. Nothing on the Website shall be considered an advertisement, solicitation or an offer to sell any insurance product or service to any person or entity in any jurisdiction where such offer, purchase or sale would be unlawful.

The Agent Portal allows Producers and Authorized Employees to submit quote requests, obtain quotes and submit Policy applications. If the Producer receives approval on a particular coverage request, the portal will also allow the Producer to receive binding confirmation from Ascendant. Quotes provided through the Agent Portal are price estimates based on the information Producers and Authorized Employees submit and are subject to change.

Additionally, Producers and Authorized Employees do not have binding authority and the submission of a completed Policy application to us does not automatically result in a binding coverage agreement. Instead, an underwriter will review the application, determine whether or not to approve the risk associated with the application, and will notify the Producer or Authorized Employee if the risk has been approved. If the application is approved, Producers or Authorized Employees can locate the risk on their Account (as defined herein), and can request that Ascendant bind coverage. No insurance coverage can be bound and no changes can be made to a Policy, new or existing, unless and until a written binder has been received from us.

ACCOUNT SECURITY

Some portions of the Website, such as the Insured Portal and Agent Portal, are restricted and require users to create an account ("Account") and obtain a username and password to gain access. If you create an Account on the Website, you must treat your username, password and any other information related to your Account ("Account Information") as confidential, and you must not disclose it to any other person or entity. You acknowledge that your Account is personal to you and, except as provided herein, you agree not to provide any other person with access to your Account with access to your Account Information or other security information.

You agree that you will not create more than one Account or create an account for anyone other than yourself without first receiving permission from the other person and Ascendant. In exchange for your use of the Website you agree to: (i) provide true, accurate, current, and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, Ascendant reserves the right, in Ascendant's sole discretion, to suspend or terminate your Account and refuse any and all current or future use of the Website.

A Producer may only disclose Account Information and/or grant access to such Producer's Account on the Agent Portal to individuals employed by such Producer: (i) that are authorized by law, and by each Customer whose PII is contained on such Account, to receive access to all information provided on the relevant Account; (ii) that are authorized by law to submit requests for Policy quotes, submit Policy applications [and issue Policies]; (iii) have agreed, in writing, to refrain from disclosing Account Information or any information obtained through the Account to any unauthorized person and to refrain from providing any unauthorized person with access to the Account; and (iv) whose access is necessary in order for Producer to perform its responsibilities under your Producer's Agreement with us. The employees of a Producer that satisfy the requirements described in this paragraph are referred to herein as "Authorized Employees."

You are responsible for all activity performed and transactions entered into on or through your Account, and you agree that Ascendant may treat any activity performed or transaction entered into on or through your Account as authorized by you [unless you notify us in a timely manner of unauthorized activity].

You agree to notify us as soon as practicable of any unauthorized access to your Account, use of your username or password or any other breach of security. In addition, Producers and Authorized Employees agree to notify us as soon as practicable if Producer or any of its employees, including Authorized Employees, suspect that any Policy-related information has been inappropriately altered or is deceptively false, or suspect that an unauthorized person has obtained Producer's Account Information, accessed Producer's Account, and/or has used the Website to transact business as Producer or an Authorized Employee.

You also agree to ensure that you exit from your Account at the end of each session. Producers and Authorized Employees should refrain from accessing the Agent Portal from public or shared computers and should only access the Agent Portal from a personal computer located at the Producer's office using a secure internet connection. When accessing other parts of the Website using public or shared computers, you should use particular caution when logging into and using your Account, and when submitting PII through the Website so that others are not able to view or record your password, Account Information, or other information on your Account or otherwise.

We have the right to disable any Account, username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including but not limited to, if in our opinion, you have violated any provision of these Terms of Use, if you are a Producer and violate your Producer's Agreement with us, or if we believe that your Account is being used by an unauthorized party.

YOUR RESPONSIBILITY

You represent that all of the information, data, and other materials that you provide on the Website or to Ascendant through any other means, are true, accurate, and complete. You are responsible for updating and correcting the information you have provided on the Website or to Ascendant through any other means, as appropriate.

You must not use the Website: (a) to violate any local, state, national or international law or regulation, including but not limited to the Gramm-Leach Bliley Financial Modernization Act, as well as other applicable data security and privacy laws and regulations; or (b) to interfere with or disrupt the servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website.

Except as permitted pursuant to these Terms of Use or otherwise agreed by us in writing, permission is hereby granted only to the extent necessary to lawfully access and use the Website and/or information, materials, products and/or services available on it to display, download, archive and print in hard copy, portions of the Website on a temporary basis and for your individual non-commercial use only, provided you do not modify the materials and that you retain any and all copyright and other proprietary notices contained in the materials. Ascendant neither warrants nor represents that use of content displayed on the Website will not infringe rights of third parties not owned by or affiliated with Ascendant.

Subject to your compliance with these Terms of Use, Ascendant grants you a limited, non-exclusive, non-transferable, non-sub-licensable, revocable license to access and make personal and non-commercial use of the Website. You may not resell or sublicense the Website to a third party nor may you use the Website for a third party, unless you are authorized by Ascendant in writing to act on behalf of or for the benefit of a insured (e.g. if you represent a Minor). All rights not expressly granted to you in these Terms of Use are reserved and retained by Ascendant or its licensors, affiliates, suppliers, publishers, rights holders, or other content providers. No content on the Website may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Ascendant. You may print out a reasonable number of copies of the Content for your own personal use, but in such case, you must reproduce all proprietary copyright and trademark notices. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, any trademark, logo, or other proprietary information (including without limitation images, text, page layout, or form) of Ascendant without our express written consent. You may not use any meta tags or other "hidden text" utilizing Ascendant's name or trademarks without Ascendant's express written consent. You may not misuse the Website. You may use the Website only as permitted by law. The licenses granted pursuant to these Terms of Use terminate if you do not comply with these Terms of Use. All content of the Website, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download

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Except as permitted pursuant to these Terms of Use or otherwise agreed by us in writing, you must not display, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website. Without our prior written consent, you may not: (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (b) use any high volume, automated, or electronic means (including without limitation robots, spiders, scripts or other automatic device) to monitor or copy the Website web pages or the content contained thereon; (c) link or deep-link to the Website for any purpose except as described in these Terms of Use; or (d) frame the Website, place pop-up windows over its pages, or otherwise affect the display of the Website.

You further agree (i) to not to use the Website or Content in any way not explicitly permitted by these Terms of Use or the text of the Website itself; (ii) not to misrepresent your identity or provide us with any false information in any information-collection portion of this site, such as a registration or application page; (iii) not to take any action intended to interfere with the operation of this Website; (iv) not to access or attempt to access any portion of this Website to which you have not been explicitly granted access; (v) not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third party; (vi) not to directly or indirectly authorize anyone else to take actions prohibited in these Terms of Use; and (vii) to comply with all applicable laws and regulations while using this Website or the Content.

If you submit, upload, post, or transmit any personal information, forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Website, (“User Information” or a “Submission”), you agree to not provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or other method of communication. You represent and warrant to Ascendant that you have the legal right and authorization to provide all User Information to Ascendant for use as set forth herein and required by Ascendant and that such User Information does not violate the Terms of Use and will not cause injury to any person or entity; and that you will indemnify Ascendant and its affiliates for all claims resulting any User Information you supply. You are solely responsible for the content of any postings you submit, and Ascendant assumes no responsibility or liability for any content submitted by you or any other Website visitor. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these Terms of Use or is otherwise harmful to us, our customers, or any third party. We reserve the right to remove the content you provide at any time, but you understand that we may preserve and access a backup-copy, and we may disclose the content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is required by law or in our best interests. Any Submissions you submit through the Website will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy regarding any Submissions. You should not assume that you are anonymous and cannot be identified by your posts. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including without limitation its legality, reliability, and appropriateness. To the extent you post any Submissions, you hereby grant Ascendant a non-exclusive, perpetual, irrevocable, royalty-free, full paid-up, worldwide license (including without limitation the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now know or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display, or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services, or media. Ascendant agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Privacy Policy.

You agree not to access or use the Website in an unlawful way or for an unlawful or illegitimate purpose or in any manner that violates or is contrary to these Terms of Use. You shall not (a) post, use, store, or transmit a message or information under a false name; (b) post or store information that is unlawful, libelous, defamatory, profane, obscene, pornographic, fraudulent, predatory of minors, harassing, threatening, or hateful to any person; (c) post or store information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others; (d) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (e) alter the opinions or comments posted by others on the Website; or (f) post anything contrary to Ascendant's public image, goodwill, or reputation. You may not attempt to disrupt the operation of the Website by any method, including without limitation through the use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Website in any manner that could damage, disable, or impair the Website. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks through hacking, password mining, or any other means. You may not use any robot, scraper, or other means to access the Website for any purpose. You may not upload, post, or otherwise make available on the Website any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark, or other proprietary right owned by a third party, and it is your obligation to determine whether any material is protected by any such right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including without limitation its legality, reliability and appropriateness.

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You acknowledge that Ascendant owns all right, title and interest in and to all of the information on the Website, and all underlying software and technology, including without limitation all Intellectual Property Rights, or that the material is included with the permission of the rights owner. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

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LINKING TO THE WEBSITE AND LINKS FROM THE WEBSITE

You may link to the homepage of the Website provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any

form of association, approval or endorsement on our part without our express written consent.

Subject to the foregoing, you must not: cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; link to any part of the Website other than the homepage; otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

The Website may include links to other sites and resources provided by third parties. We have no control over the content of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of such sites. If you decide to access any third-party websites linked to or from the Website, you do so entirely at your own risk and subject to the terms and conditions of use of such websites.

MOBILE APPLICATIONS (MOBILE APPS)

To use the mobile app version of the Website (the “Mobile App”), you must have a mobile device that is compatible with the mobile service. Ascendant does not warrant that the Mobile App will be compatible with your mobile device. Ascendant hereby grants you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile App for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile, or reverse engineer the Mobile App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Mobile App to any third-party or use the Mobile App to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile App; (iv) remove, circumvent, disable, damage, or otherwise interfere with security related features of the Mobile App, including features that prevent or restrict use or copying of any content accessible through the Mobile App, and features that enforce limitations on the use of the Mobile App; or (v) delete the copyright and other proprietary rights notices on the Mobile App. You acknowledge that Ascendant may from time to time issue upgraded versions of the Mobile App and may automatically electronically upgrade the version of the Mobile App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that these Terms of Use, as well as any future changes to these Terms of Use, will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile App or any copy thereof, and Ascendant and its third-party licensors or suppliers retain all the right, title, and interest in and to the Mobile App (and any copy of the Mobile App). Standard carrier data charges may apply to your use of the Mobile App. When and if Ascendant releases Mobile Apps, it may supplement, modify, or replace the terms in this section of these Terms of Use.

The following additional terms and conditions apply with respect to any Mobile App that Ascendant provides to you designated for use on an Apple iOS-powered mobile device (an “iOS App”):

- You acknowledge that these Terms of Use are between you and Ascendant only, and not with Apple, Inc. (“Apple”).
- Your use of Ascendant’s iOS App must comply with Apple’s then-current App Store Terms of Service.
- Ascendant, not Apple, is solely responsible for our iOS App and the Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that Ascendant, and not Apple, is responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms of use and any applicable law to us a provider of the iOS App.
- You agree that Ascendant, and not Apple, shall be responsible, to the extent required by these Terms of Use, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.

- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties or Specially Designated Nationals.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The Parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms of Use as they relate to your license of Ascendant’s iOS App. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile App that Ascendant provides to you designed for use on an Android-powered mobile device (an “Android App”):

- You acknowledge that these Terms of use are between you and Ascendant only, and not with Google, Inc. (“Google”).
- Your use of Ascendant’s Android App must comply with Google’s then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. Ascendant, not Google, is solely responsible for Ascendant’s Android App and the Content available thereon. Google has no obligation or liability to you with respect to Ascendant’s Android App or these Terms of Use.
- You acknowledge and agree that Google is a third-party beneficiary to these Terms as they relate to Ascendant’s Android App.

GEO-LOCATION TERMS

The Website may include and make use of certain functionality and services provided by third parties that allow Ascendant to include maps, geocoding, places, and other Content from Google as part of the Website (the “Geo-Location Service”). Your use of the Geo-Location Service is subject to Google’s then current Terms of Use for Google Maps/Google Earth. (<https://cloud.google.com/maps-platform/terms/> https://maps.google.com/help/terms_maps/) By using the Geo-Location Service, you are agreeing to be bound by Google’s Terms of Use. The use of Geo-Location Service is subject to the terms of the then current Google privacy policy. (<https://policies.google.com/privacy>)

COOKIES

The Website may use “cookies” and/or other technologies or files (collectively, “cookies”) to identify how visitors make use of the Website. Through the use of cookies, we may automatically collect certain non-personally identifiable information when you visit the Website, including, but not limited to, the time and date of your visit, the pages that you access, and the number of times you return to the Website. This information is not used to identify you, but is used in the aggregate to help us improve and enhance the website experience for all of our visitors. If you would prefer not to have such cookies stored on your computer, you may modify your browser settings to reject most cookies, or manually remove cookies that have been placed on your computer. However, by so rejecting the cookies, you may be unable to fully access the offerings on the Website.

Please refer to the Privacy Policy for additional information regarding our use of cookies and other technologies.

THIRD PARTY URL LINKS AND THIRD PARTY CONTENT

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contents or accuracy of any linked website or any link contained in a linked website or any of your dealings with such third parties. Ascendant and its affiliates do not endorse any linked website, or any information, products, or services contained in the linked website. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies on such third-party websites.

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LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

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IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY CONTENT AND/OR IN CONNECTION WITH THE PRODUCTS OR SERVICES MADE AVAILABLE TO YOU ON OR THROUGH THE WEBSITE. ANY RELIANCE YOU PLACE ON INFORMATION PROVIDED OR SERVICES RENDERED ON OR THROUGH THE WEBSITE IS AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION AND/OR ON OUR SERVICES BY YOU OR ANY OTHER VISITOR TO THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF THE CONTENTS OF THE WEBSITE.

Additionally, these Terms of Use give you specific legal rights and you may also have other rights which vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in herein may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out herein shall apply to the fullest extent permitted by the laws of such applicable jurisdictions.

LIMITATION OF DAMAGES AND REMEDIES

YOU AGREE THAT ASCENDANT, ITS AFFILIATES AND/OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, SUCCESSOR OR ASSIGNS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR: ANY DAMAGES SUFFERED AS A RESULT OF: (I) ACCESSING, USING, PRINTING, COPYING, DOWNLOADING OR UPLOADING ANYTHING FROM OR TO THE WEBSITE; (II) ANY LOSS OF DATA STORED ON THE WEBSITE; (III) ANY LOSS OR INJURY CAUSED

IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE WEBSITE; OR (IV) ANY LOSS OR DAMAGE THAT MAY ARISE AS A RESULT OF THE USE OF YOUR ACCOUNT INFORMATION OR ACCOUNT BY SOMEONE OTHER THAN YOU OR YOUR AUTHORIZED EMPLOYEES. IN NO EVENT WILL ASCENDANT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE, EVEN IF ASCENDANT, ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASCENDANT'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE WEBSITE OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DISSATISFACTION WITH ANY PRODUCTS AND/OR SERVICES OFFERED AND/OR PROVIDED THROUGH THE WEBSITE, SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, OR LIMITATIONS UPON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL ASCENDANT BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE WEBSITE OR THE CONTENT OR ANY OF THE PRODUCTS AND/OR SERVICES OFFERED ON OR THROUGH THE WEBSITE.

ANY CLAIMS MADE BY YOU IN CONNECTION WITH YOUR USE OF THE WEBSITE, OR ITS CONTENT, MUST BE BOUGHT BY YOU WITHIN ONE (1) YEAR OF THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH ACTION OCCURRED. ALL REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THE TERMS OF USE.

TERMINATION

Use of the Website is entirely voluntary, and you may cancel your access to the Website at any time. Ascendant reserves the right, at its sole discretion, to terminate your access to the Website at any time, for any reason without notice. Such reasons may include, without limitation, violation or any provision of these Terms of Use or any of the following: transmitting material that is offensive, obscene, defamatory, threatening, harassing, abusive, or slanderous to any person; using inappropriate messaging, such as messaging that is excessive or contains inappropriate content; attempting to damage or impair the Website, or interfering with their proper workings and security mechanisms; or impersonating anyone else, or otherwise interfering with the use of the Website by another person. Ascendant reserves the right, but not the obligation to (i) monitor the Website for violations of the Terms of Use; (ii) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including, without limitation, reporting such user to law enforcement authorities; and (iii) otherwise manage the Website in a manner designed to protect our rights and property and facilitate proper functioning of the Website.

We use account information in a password-protected environment as a security measure to protect your data. After failed login attempts, your ability to access the Website may be temporarily disabled. If this occurs, you will have the option to reset your password or contact the customer support number provided to re-establish your account.

FURTHER, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE.

INDEMNITY

You agree to indemnify, defend and hold harmless Ascendant, its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants, agents, representatives, successors and assigns, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs at all levels of proceedings) that such parties may incur, resulting from, or alleged to result from your, your employee's, your agent's, or your representative's: (i) breach of these Terms of Use; (ii) violation of any applicable law, regulation, rule or order pertaining to use of the Website; (iii) unauthorized or unlawful use of the Website; (iv) unauthorized disclosure or release of any Account Information or any Personally Identifiable Information; and (v) your infringement of any copyright, trademark or other proprietary right of a third party. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

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JURISDICTION AND CHOICE OF LAW

You agree that with respect to any suit, action or proceeding arising out of or in connection with any dispute with Ascendant, including without limitation any claim involving Ascendant or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants, agents, representatives, successors and assigns: (i) you will submit to the jurisdiction of the courts situated in the state of Florida; (ii) the exclusive venue for all disputes will be the Federal and State courts located in Miami-Dade County, Florida and (iii) you irrevocably waive any objection that you may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court; irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waive the right to object, with respect to any such claim, suit, action or proceeding brought in any such court, that such court does not have personal jurisdiction over you.

You agree that these Terms of Use, as well as any suit, action or proceeding arising out of or in connection with any dispute with Ascendant, including without limitation any claim involving Ascendant or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants, agents, representatives, successors or assigns shall be governed by and construed in accordance with the laws of Florida in all matters, including, without limitation, its validity, construction, interpretation and performance, and without regard to provisions regarding conflicts of law.

ASSIGNMENT

We may assign these Terms of Use, in whole or in part, in our sole discretion. You may not assign your rights under these Terms of Use without our prior written permission. Any attempt by you to assign your rights under these Terms of Use without the permission of Ascendant shall be void.

ELECTRONIC COMMUNICATIONS

When you use the Website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

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If you send or transmit any communications, comments, questions, suggestions, or related materials to Ascendant, whether by letter, email, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Website or products and services offered herein, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Ascendant is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not

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HEADINGS

The headings of the various sections of these Terms of Use have been inserted only for the purposes of convenience, and those headings shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of these Terms of Use.

OPERATIONS AND RETENTION

Ascendant reserves complete and sole discretion with respect to the operation of the Website. Ascendant may, among other things, withdraw, suspend, or discontinue any functionality or feature of the Website and/or Mobile App. Subject to applicable law, Ascendant reserves the right to maintain, delete, or destroy all communications and materials posted or uploaded to the Website pursuant to its internal record retention and/or destruction policies.

CORRECTIONS

There may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to the Website, including descriptions, pricing, availability, location, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through the Site, such as participating dental or vision care providers, pricing information or other Content, may not be accurate or up to date. In addition, please note that features of any plan or plans described in the Site may change over time as permitted by law, including benefit levels, items included in any formulary, pricing or lists of participating providers or other associated vendors.

SURVIVABILITY AND RESERVATION OF RIGHTS

The following provisions of the Terms of Use survive the expiration or termination of the Terms of Use for any reason whatsoever: Limitation of Liability and Disclaimer of Warranties, Limitation of Damages and Remedies, Termination, Indemnity, Jurisdiction and Choice of Law. Ascendant reserves all rights not expressly granted to you herein.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Website constitute the entire agreement and understanding between you and Ascendant. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act arising from or relating to any cause beyond our control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of a provision shall be reformed and construed as if such invalid or unenforceable provision had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in these Terms of Use or any policies or operating rules posted by us on the Website shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Website. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

ASCENDANT'S CONTACT INFORMATION

If you have any questions regarding these Terms of Use or any other matter, you can contact Ascendant at:

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