



Terms of Service and End User License Agreement (EULA)

Welcome to DFIS

1. Your Relationship with DataFlow Information Systems (hereinafter DFIS)

- 1.1. Your use of DFIS's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by DFIS under a separate written agreement) is subject to the terms of a legal agreement between you and DFIS. "DFIS" means DFIS Inc., whose principal place of business is at 214 Main Street, # 364, El Segundo, CA 90245. This document sets forth the terms of the agreement.
- 1.2. Unless otherwise agreed to in writing with DFIS, your agreement with DFIS will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".
- 1.3. Your agreement with DFIS will also include the terms of any other, if any, Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of that Service.
- 1.4. The Universal Terms, together with the Additional Terms, if any, form a legally binding agreement between you and DFIS in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".
- 1.5. If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

- 2.1. In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2. You can accept the Terms by:
 - (A) clicking to accept or agree to the Terms, where this option is made available to you by DFIS in the user interface for any Service; or
 - (B) by actually using the Services. In this case, you understand and agree that DFIS will treat your use of the Services as acceptance of the Terms from that point onwards.

- 2.3. You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with DFIS, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services. You further represent that you have the authority to accept the terms of this EULA on behalf of your Company and on behalf of anyone else from your Company that is provided access to the Services provided by DFIS.

3. Services NOT Provided by DFIS

- 3.1. You and your company have represented to DFIS that you are a licensed California Surplus Lines Broker as defined by the California Insurance Code. As such, it is your sole responsibility to adhere to all of the Laws, Statutes, regulations and rules of the California Insurance Code, California Code of Regulations and California Surplus Lines Association.
- 3.2. By using the DFIS Services and or software, you acknowledge that it remains your sole responsibility to adhere to all of the aforementioned Laws in paragraph 3.1 above.
- 3.3. You further acknowledge that DFIS will not provide you any services in complying with any of the laws referenced in paragraph 3.1 above with respect to filing any documents with the California Department of Insurance, the California Surplus Lines Association or any other State Agency, said filing obligations being your sole responsibility.

4. Provisions of the Services by DFIS

- 4.1. DFIS may have subsidiaries and affiliated legal entities around the world (“Subsidiaries and Affiliates”) at some point in the future. Sometimes, these companies will provide the Services to you on behalf of DFIS itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.
- 4.2. DFIS is constantly innovating in order to provide the best possible service for its users. You acknowledge and agree that the form and nature of the Services which DFIS provides may change from time to time without prior notice to you.
- 4.3. As part of this continuing innovation, you acknowledge and agree that DFIS may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at DFIS’ sole discretion, with a minimum prior notice to you of 30 days, with the exception of your failure to promptly pay for the services provided. In the event you fail to promptly pay for the services provided consistent with DFIS’ pricing, DFIS is only required to give you 10 days notice. You may stop using the Services at any time in accordance with the provisions set out in Section 13.2. You do not need to specifically inform DFIS when you stop using the Services.
- 4.4. You acknowledge and agree that if DFIS disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.
- 4.5. You acknowledge that DFIS may review your monthly usage at year end and invoice you in the event your usage level exceeded the limits stipulated in your subscription plan. The additional charges will reflect the difference between your original subscription plan and that of the usage level actually attained.

- 4.6. You acknowledge and agree that while DFIS may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by DFIS at any time, at DFIS' discretion and with any change to pricing DFIS deems necessary.

5. Use of the Services by You

- 5.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to DFIS will always be accurate, correct and up to date. It is your sole responsibility to maintain the accuracy of the information about yourself.
- 5.2. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 5.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by DFIS, unless you have been specifically allowed to do so in a separate agreement with DFIS. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.
- 5.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 5.5. Unless you have been specifically permitted to do so in a separate agreement with DFIS, you agree that you will not reproduce, duplicate, copy, sell, trade, reverse engineer or resell the Services for any purpose. You will be fully responsible for any legal fees incurred by DFIS to enforce this provision.
- 5.6. You agree that you are solely responsible for (and that DFIS has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which DFIS may suffer) of any such breach.

6. Your Passwords and Account Security

- 6.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- 6.2. Accordingly, you agree that you will be solely responsible to DFIS for all activities that occur under your account.
- 6.3. If you become aware of any unauthorized use of your password or of your account, you agree to notify DFIS immediately.

7. Privacy and Your Personal Information

- 7.1. For information about DFIS's data protection practices, please read DFIS' privacy policy at <http://www.dfis.com/pdfs/DataFlowInformationSystemsPrivacy.pdf>. This policy explains how DFIS treats your personal information, and protects your privacy, when you use the Services.
- 7.2. You agree to the use of your data in accordance with DFIS's privacy policies. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("**Confidential Information**"). Each party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary, although DFIS reserves the right to use the data as may be fed into proprietary software tools to analyze market trends and buying behavior without disclosing the identity of anyone connected with Confidential Information, any of the other party's Confidential Information and shall take reasonable precautions to protect the confidentiality of such information.
- 7.3. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

8. Content in the Services

- 8.1. You understand that all information provided by you is subject to your own input accuracy. DFIS is not responsible for the accuracy of any data input by you
- 8.2. You agree that you are solely responsible for (and that DFIS has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which DFIS may suffer) by doing so.

9. Proprietary Rights

- 9.1. You acknowledge and agree that DFIS (or DFIS's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by DFIS and that you shall not disclose such information without DFIS' prior written consent.
- 9.2. Unless you have agreed otherwise in writing with DFIS, nothing in the Terms gives you a right to use any of DFIS' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

- 9.3. Other than the limited license set forth in Section 11, DFIS acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with DFIS, you agree that you are responsible for protecting and enforcing those rights and that DFIS has no obligation to do so on your behalf.
- 9.4. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 9.5. Unless you have been expressly authorized to do so in writing by DFIS, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

10. License from DFIS

- 10.1. DFIS gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by DFIS as part of the Services as provided to you by DFIS (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by DFIS, in the manner permitted by the Terms.
- 10.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by an authorized DFIS employee, in writing.
- 10.3. Unless DFIS has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content License from You

- 11.1. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give DFIS a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling DFIS to display, distribute and promote the Services and may be revoked for certain Services as defined in any Additional Terms of those Services.
- 11.2. You agree that this license includes a right for DFIS to make such Content available to other companies, organizations or individuals with whom DFIS has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services for the sole purpose of enabling statistical analysis. DFIS reserves the right to use the data as maybe fed into proprietary software tools to analyze market trends and buying behavior without disclosing the identity of anyone connected with Confidential Information

- 11.3. You understand that DFIS, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit DFIS to take these actions.
- 11.4. You confirm and warrant to DFIS that you have all the rights, power and authority necessary to grant the above license.

12. Software Updates

- 12.1. The Software which you use may automatically download and install updates from time to time from DFIS. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit DFIS to deliver these to you) as part of your use of the Services. DFIS may also need to restrict your access to the Service provided in order to update the software and perform other necessary tasks designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree that such restricted access is agreeable to you.

13. Ending Your Relationship with DFIS

- 13.1. The Terms will continue to apply until terminated by either you or DFIS as set out below.
- 13.2. You may terminate your legal agreement with DFIS if you are on a monthly subscription plan by (a) notifying DFIS at any time and (b) closing your accounts for all of the Services which you use, where DFIS has made this option available to you. Your notice should be sent, in writing, to DFIS' address which is set out at the beginning of these Terms. You agree that you will be responsible and will promptly pay any outstanding money owed for the Services provided. Quarterly, biannual or yearly subscription plans are non-cancellable until the agreement reaches term.
- 13.3. DFIS may at any time, terminate its legal agreement with you if:
 - (A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
 - (B) DFIS is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 - (C) any partner with whom DFIS offered the Services to you has terminated its relationship with DFIS or ceased to offer the Services to you; or
 - (D) DFIS is transitioning to or no longer providing the Services to users in the State and or country in which you are resident or from which you use the service; or

- (E) the provision of the Services to you by DFIS is, in DFIS's opinion, no longer commercially viable.
 - (F) you fail to pay on time for the services provided consistent with DFIS's fee schedule which requires payment in advance of the services provided.
- 13.4. Nothing in this Section shall affect DFIS' rights regarding provision of Services under Section 4 of the Terms.
- 13.5. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and DFIS have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. EXCLUSION OF WARRANTIES

- 14.1. NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, SHALL EXCLUDE OR LIMIT DFIS'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 14.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- 14.3. IN PARTICULAR, DFIS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
 - (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
 - (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
 - (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.
- 14.4. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

- 14.5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DFIS OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- 14.6. DFIS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

15. LIMITATION OF LIABILITY

- 15.1. SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT DFIS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
 - (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;
 - (II) ANY CHANGES WHICH DFIS MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 - (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
 - (IV) YOUR FAILURE TO PROVIDE DFIS WITH ACCURATE ACCOUNT INFORMATION;
 - (V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
- 15.2. THE LIMITATIONS ON DFIS' LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT DFIS HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

16. Copyright and Trademark Policies

- 16.1. It is DFIS' policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

17. Advertisements

- 17.1. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.
- 17.2. The manner, mode and extent of advertising by DFIS on the Services are subject to change without specific notice to you.
- 17.3. In consideration for DFIS granting you access to and use of the Services, you agree that DFIS may place such advertising on the Services.

18. Other Content

- 18.1. The Services may include hyperlinks to other web sites or content or resources. DFIS may have no control over any web sites or resources which are provided by companies or persons other than DFIS.
- 18.2. You acknowledge and agree that DFIS is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 18.3. You acknowledge and agree that DFIS is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

19. Changes to the Terms

- 19.1. DFIS may make changes to the Universal Terms, pricing for usage of our Services, or Additional Terms from time to time. When these changes are made, DFIS will make a new copy of the Universal Terms available.
- 19.2. You understand and agree that if you use the Services after the date on which the Universal Terms, pricing for usage of our Services, or Additional Terms have changed, DFIS will treat your use as acceptance of the updated Universal Terms or Additional Terms.

20. General Legal Terms

- 20.1. Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

- 20.2. The Terms constitute the whole legal agreement between you and DFIS and govern your use of the Services (but excluding any services which DFIS may provide to you under a separate written agreement), and completely replace any prior agreements between you and DFIS in relation to the Services.
- 20.3. You agree that DFIS may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- 20.4. You agree that if DFIS does not exercise or enforce any legal right or remedy which is contained in the Terms (or which DFIS has the benefit of under any applicable law), this will not be taken to be a formal waiver of DFIS' rights and that those rights or remedies will still be available to DFIS.
- 20.5. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 20.6. You acknowledge and agree that each member of the group of companies of which DFIS is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.
- 20.7. The Terms, and your relationship with DFIS under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and DFIS agree to submit to the exclusive jurisdiction of the courts located within California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that DFIS shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.///