

NORTH AMERICAN RISK SERVICES, INC.

Terms of Service

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (THE "SITE") OR OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND SERVICES AND SHOULD NOT ACCESS OR USE OUR SITE OR OUR SERVICES.

The present terms and conditions (this "**Agreement**" or "**Terms**") is a legal agreement between you and North American Risk Services, Inc. (hereinafter "**NARS**"), a company duly organized in the State of Delaware, and validly existing, with a mailing address of P.O. Box 166002, Altamonte Springs, Florida 32716-6002. This Agreement annuls and voids all previous agreements.

OVERVIEW

The Site (customer.narisk.com) is operated by NARS. Throughout the Site, the terms "**we**", "**us**" and "**our**" refer to NARS. NARS offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated in this document.

By visiting our Site, you engage in our "Service(s)" (which include the provision and use of the website) and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. In the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms. If you do not agree to all the Terms of this Agreement, then you may not access the Site or use any Service. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the current store shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms at any time in our sole discretion. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - GENERAL TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our products or Site for any illegal or unauthorized purpose nor may you, in the use of our products or Site, violate any laws in your jurisdiction.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and right to use our Service.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

- a) Monitor the Services for violations of these Terms;
- b) Restrict, suspend or terminate your access to all or any part of our Site;
- c) Change, suspend, reduce or discontinue all or any part of our products, content, files or Site;
- d) Refuse, move, or remove any content that is available on all or any part of our Site;
- e) Deactivate or delete your accounts;
- f) Establish general practices and limits concerning use of our Site;
- g) Take any legal action against anyone who, in our sole discretion, violates the law or these Terms, and report such user to law enforcement.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission by us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. NARS content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of NARS and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of NARS or our licensors except as expressly authorized by these Terms.

SECTION 2 - CREATING AN ACCOUNT

Once you create an account with us, you are registered on the NARS Site. The terms "member," "membership," and "account" all refer to this registration as a member on NARS's Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to this Agreement; if you do not agree to this Agreement, do not use the Site.

When you create an account, you will provide a unique username and email. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. We will also ask you to create a password. Because any activities that occur under your username or password are your responsibility it is important for you to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that NARS is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information to be accurate and complete at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, NARS may suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of NARS' Services, or any portion thereof.

SECTION 3 - YOUR USE

As a user or member of the Site, you herein acknowledge, understand and agree that all information, SMS or other text messages, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. This means that you are solely responsible for all content posted, uploaded, emailed, transmitted or otherwise made available by way of the NARS Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by NARS.

Furthermore, you herein agree not to make use of NARS' Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;
- c) impersonating any individual or entity, including, but not limited to, any NARS officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation or advertisement;
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- j) interfering with or disrupting any NARS Services, servers and/or networks that may be connected or

related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

- k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance with Section 219 of the Immigration Nationality Act;
- m) "stalking" or with the intent to otherwise harass another individual; and/or
- n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the earlier paragraphs.
- o) circumventing, disabling or otherwise interfering with security-related features of the Services, including features that prevent or restrict the use or copying of any content;
- p) engaging in unauthorized framing of or linking to the Services;
- q) making improper use of our support services or submitting false reports of abuse or misconduct;
- r) Harassing, annoying, intimidating, or threatening any of our employees or agents engaged in providing any portion of the Services;

NARS herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms, or which would otherwise be considered offensive to other visitors, users and/or members.

NARS herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process;
- b) enforcement of the Terms;
- c) responding to any claim that therein contained content is in violation of the rights of any third party;
- d) responding to requests for customer service; or
- e) protecting the rights, property or the personal safety of NARSNARS, its visitors, users and members, including the general public.

NARS reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by NARS or any other content providers supplying content services to NARS. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through

automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

SECTION 4 - GLOBAL USE; EXPORT/IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. You shall not (a) permit any third party to access or use the Services or Software in violation of any U.S. law or regulation; or (b) export any Software provided by us or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, you shall not permit any third party to access or use the Services in, or export the Software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria). Uploading, posting and/or transferring software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you warrant that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/listtocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any Software, technology or any other technical data through the use of our network Services;
- c) agree not to use our website network Services for any end uses that would violate the U.S. export laws; and
- d) agree not to post, transfer or upload any Software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

SECTION 5 - SUBMITTED CONTENT

NARS shall not lay claim to ownership of any content submitted by any visitor, member, or user, but may make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for NARS the below listed worldwide, perpetual, irrevocable, royalty-free and non-exclusive licenses, as applicable:

- a) The content submitted or made available for inclusion on the publicly accessible areas of NARS's Sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing.
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of NARS's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of NARS's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of NARS's sites are those such areas of our

network properties which are meant to be available to the public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include, but not be limited to, our mail system and instant messaging. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby agree that you shall independently back up all your data and waive any right of action against us arising from any such loss or corruption of such data.

CONTRIBUTIONS TO COMPANY WEBSITE

NARS may provide an area for our user and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("**Contributions**") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information;
- b) NARS shall not be liable for or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) NARS shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) You hereby grant us a perpetual, irrevocable right and license to exploit the Contributions in any and every way and subject to applicable law waive any moral rights in such Contributions; and
- e) NARS is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.
- f) None of the Contributions you provide shall constitute confidential information, and nothing in these Terms or in our dealings arising out of or related to subject matter of these Terms will restrict our right to use, profit from, disclose, publish, keep secret, or otherwise exploit Contributions.

SECTION 6 - INDEMNITY

You agree to defend, indemnify and hold us harmless, including our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors, from and against all loss, costs, damages, liability, claims, or demands, including reasonable attorneys' fees and expenses, arising out of (i) any content you submit, post, modify, transmit or otherwise make available through our Services, (ii) the use of NARS Services or your connection with these Services, (iii) breach of the Terms of Service, and (iv) your violation of any rights of another person, including intellectual property rights.

SECTION 7 - COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to NARS' sites.

SECTION 8 - MODIFICATIONS

NARS reserves the right at any time to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

SECTION 9 - TERMINATION

AS A MEMBER, YOU AGREE THAT NARS MAY, WITH OR WITHOUT ANY PRIOR WRITTEN NOTICE OR LIABILITY, IMMEDIATELY SUSPEND, TERMINATE, DISCONTINUE AND/OR LIMIT YOUR ACCOUNT, ANY EMAIL ASSOCIATED WITH YOUR ACCOUNT, AND ACCESS TO ANY OF OUR SERVICES FOR ANY REASON WITH OR WITHOUT CAUSE, INCLUDING BUT NOT LIMITED TO:

- a) any breach or violation of our Terms or any other incorporated agreement, regulation and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities; and/or the nonpayment of any associated fees that may be owed by you in connection with your customer.narisk.com account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, content, associated email address and/or access to any of our Services.

The termination of your account with customer.narisk.com shall include all of the following:

- a) the removal of any access to all or part of the Services offered within www.narsconciierge.com, www.narsconnect.com and www.narscommerce.com;
- b) the deletion of your password and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- c) the barring of any further use of all or part of our Services.

SECTION 10 – LINKS

Either NARS or third parties may provide links to other websites and/or resources, as well as articles, photographs, text and text messages, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Data"). You acknowledge and agree that we are not responsible for or endorse any such external sites, resources or Third-Party Data, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising, Third Party Data or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that NARS shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource. If you access the other websites or use or install any Third-Party Data, you do so at your own risk and agree to hold NARS harmless from any losses you sustain.

SECTION 11 - PROPRIETARY RIGHTS

You do hereby acknowledge and agree that NARS's Services and any essential software that may be used in connection with our Services ("Software") contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Unless otherwise indicated, we retain all right, title, and interest in and to the Software and the website, including without limitation all graphics, user interfaces, databases, functionality, Software, website designs, audio, video, text, text messages, photographs, graphics, logos, and trademarks or service marks reproduced through the system. We do not grant you any intellectual property license or rights in or to the Software and the website or any of its components, except to the limited extent that these Terms specifically sets forth your license rights to it. Furthermore, you herein acknowledge and agree that any content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by NARS or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on NARS Services (e.g. content or Software), in whole or part.

NARS hereby grants you a personal, non-transferable and non-exclusive right and/or license to make use of the Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by NARS for use in accessing our Services.

SECTION 12 - WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF NARS' SERVICES, SITE AND SOFTWARE ARE AT YOUR SOLE RISK. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. NARS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, SOFTWARE OR THE SERVICES AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b) NARS AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES, THE SITE, THE CONTENT OR ANY THIRD-PARTY CONTENT AND MAKES NO WARRANTIES THAT (i) NARS' SERVICES, SITE OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) NARS' SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE NARS' SERVICES, SITE OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT OR OTHER MATERIAL WHICH MAY BE OBTAINED BY YOU THROUGH OUR SERVICES, SITE OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SERVICES, SOFTWARE, OR SITE SHALL BE CORRECTED.
- c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF NARS' SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- d) NO ADVICE AND/OR INFORMATION, WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM NARS OR BY WAY OF OR FROM OUR SERVICES, SITE OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY

MOVEMENT, OR CONVULSIONS.

- f) WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY OR THIRD-PARTY WEBSITE.

SECTION 13 - LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT NARS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, LOST REVENUE, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM, BUT NOT LIMITED TO:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE;
- f) ANY VIRUSES, BUGS, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY,

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE, LOSS OR DAMAGES WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO NARS DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING AND (B) THE SUM OF US \$100.

SECTION 14 - CONDUCTING BUSINESS ELECTRONICALLY

By using the Site and/or Services, or sending us emails, you agree to conduct business and certain transactions with NARS electronically, including receiving information or documents through available electronic delivery methods.

You hereby agree to use electronic signatures, orders, contracts and other records, and to electronic delivery of notices and records or transaction instead of a traditional written signature or document. Electronic signatures may be provided in various forms on the Site, including clicking or checking a box or engaging in a similar process as instructed online. You agree that your electronic signature shall have the same force and effect as your written signature.

If you do not agree to conduct business electronically, you should discontinue your online activities.

SECTION 15 - NOTICE

NARS may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received all notices that

would have been delivered had you accessed our Services in an authorized manner. By providing your phone number and opting in, you agree to receive text messages from NARS regarding claims services specific to your claim and any updates. NARS does not engage in any marketing, solicitations or telemarketing. Message frequency may vary. You may discontinue receiving text messages at any time by replying "STOP" to any message. **Message and Data Rates May Apply.** For more information, please review our Privacy Policy.

SECTION 16 - INTELLECTUAL PROPERTY RIGHTS

You herein acknowledge, understand and agree that all of the NARS trademarks, copyright, trade name, service marks, and other NARS logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of NARS. You herein agree not to display and/or use in any manner the NARS logo or marks without obtaining NARS' prior written consent. Unless otherwise indicated, we retain all right, title, and interest in and to the Software and the website, including without limitation all graphics, user interfaces, databases, functionality, software, website designs, audio, video, text, text messages, photographs, graphics, logos, and trademarks or service marks reproduced through the System.

NARS respects the intellectual property of others, and we ask that all our users do the same. With regards to appropriate circumstances and at its sole discretion, NARS may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail). Failure to comply with all these requirements may make your DMCA notice invalid:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) A statement, made under penalty of perjury, that the information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The NARS agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

North American risk Services
Attn: General Counsel (the "Copyright Agent")
240 E Central Pkwy
Altamonte Springs, Florida 32701

Telephone: (800) 315-6090. Email: jpalmquist@narisk.com

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

- a) Your physical or electronic signature;

- b) Identification of the content that has been removed (or to which access has been disabled) and the location where the content appeared before it was removed or disabled;
- c) A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content;
- d) Your name, address, telephone number and email address;
- e) A statement that you consent to the jurisdiction of the federal court in Orlando, Florida;
- f) A statement that you will accept service of process from the person who provided notification of the alleged infringement; and
- g) A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

If a counter-notice is received by the Copyright Agent meeting the above requirements, NARS may send a copy of the counter-notice to the original complaining party informing them that we may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced (or access to it restored) in 10 to 14 business days. Replacing or restoring content is at NARS' sole discretion and could take longer than 14 business days.

SECTION 17 - ENTIRE AGREEMENT

The Terms and any policies or rules posted by us constitute the entire agreement and understanding between you and NARS and shall govern the use of our Services, superseding any prior version of this agreement between you and us with respect to NARS' Services. You may also be subject to additional terms and conditions that may apply when you use certain other NARS Services, affiliate Services, third-party content or third-party software. You confirm that you have not relied on any prior or side statement, agreement, or representation, whether these were oral or written, to enter into this agreement with us.

SECTION 18 - CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and NARS with regard to the Agreement that the relationship between the parties shall be governed by the laws of the state of Florida without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Agreement, or the relationship between you and NARS, shall be filed within the courts having jurisdiction within the County of Seminole, Florida or the U.S. District Court located in said state. You and NARS agree to submit to the jurisdiction of the courts as previously mentioned and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

SECTION 19 – WAIVER AND SEVERABILITY OF TERMS

At any time, should NARS fail to exercise or enforce any right or provision of the Agreement, such failure shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

SECTION 20 – NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or content within your account shall terminate upon your death. Upon receipt of a copy of a death certificate,

your account may be terminated, and all contents therein permanently deleted.

SECTION 21 – CONTACTS

Please report all concerns or violations of this Agreement to NARS as follows:

Mailing Address:
Attention CEO
North American Risk Services, Inc.
240 E Central Pkwy
Altamonte Springs, Florida 32701

With a copy to the General Counsel at the same address.

Telephone: (800)315-6090. Email: jpalmquist@narisk.com

SECTION 22 - GOVERNMENT REQUESTS

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history.

SECTION 23 - FOREIGN ACCESS OF SITE

NARS operates the Site from its offices within the United States. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. NARS does not warrant or represent that content on the Site is appropriate or applicable for use in any other country. You agree that you will not use NARS's content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations. You are responsible for compliance with all local laws.

SECTION 24 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to change, revise, update, suspend, discontinue, or correct the Services, Site or any errors, inaccuracies or omissions, and to change or update information if any information on the Site or on any related Site is inaccurate at any time without prior notice. You agree that we have no liability whatsoever for any loss, damage, cost or inconvenience caused by your inability to access or use the Services or Site at any time.

We undertake no obligation to update, amend or clarify information on the Site or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site has been modified or updated.

NARS does not guarantee or warrant the Services, or the Site will be available at all times. You understand that NARS is not obligated to maintain and support the Services or to supply any corrections, updates, or releases in connection with its Services and Site.

SECTION 25 - PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by the NARS. Please see our Privacy Policy to understand our use of your personal information. (<https://narisk.com/wp-content/uploads/privacy-policy-nars-2021.pdf>). As a member, you herein consent to the collection and use of the information provided, including the transfer of information and all other content within the United States and/or other countries for storage, processing or use by NARS and/or our subsidiaries and affiliates. This Services and the Site are hosted in the United States and as such the privacy policies of the United States governing personal data

collection, use, or disclosure shall apply. If you access the Site or Services from any other country, you agree and consent to the transfer and processing of your personal information to and subject to the laws of the United States.

SECTION 26 – DISPUTE RESOLUTION

If any dispute shall arise between the NARS and you in respect to the interpretation or performance of the Terms, such dispute, upon written notice of any party to the other party, shall be submitted to single person binding arbitration under the rules of the American Arbitration Association (“AAA”), under the Consumer Rules. The notice shall state the particulars of all principal issues to be resolved, and the other party may submit additional issues for resolution by giving notice to the party requesting arbitration within 30 calendar days of receipt of the notice of arbitration. Only claims which are not barred by any applicable equitable or legal limitation period fall within the scope of this provision. The parties shall be responsible for their own costs, and the expense of the umpire shall be borne equally between the parties.

UPDATED 2025.