



Website Terms of Use

Last Modified: October 21, 2024

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Evertree Insurance Services, LLC (which, together with any corporate parents, subsidiaries, and/or affiliates, we refer to as “Evertree,” “Company,” “us,” “we,” or “our”). The following terms and conditions (“Terms of Use”) govern your access to and use of the Company-operated websites including the sites and pages that link to this Agreement, such as the <https://evolving.evertreeinsurance.com> site (all of these sites and pages are referred to collectively in these Terms of Use as the “Website,” which also includes all music, images, video, text, or other material and content available through the Website (collectively, “Content”), and all associated software, functionality, and services offered on or through the Website).

Please read the Terms of Use carefully before you start to use the Website. Your access to and use of the Website is subject to these Terms of Use. **YOU SHOULD CAREFULLY READ THESE TERMS OF USE. By accessing, browsing, or using the Website, including by contacting us through the Website, you are creating a binding contract between you and us, and you acknowledge that you have read, understood, and agreed to be bound by these terms. If you do not agree to these terms or to any other policy posted on the Website, you should not access or otherwise use the Website.**

We may make changes to the Website or these terms at any time. It is our practice to post any changes we make to these terms on this page, and any changes will be effective once the new terms are posted. It is your responsibility to check these terms for updates. You will be able to determine when these terms were last updated by referring to the “Last Updated” legend at the top. **You understand and agree that your continued access to or use of the Website after any posted modification to these terms indicates your acceptance of the modifications, even if you did not take the time to read them.**

I.

You must be at least 18 years old to use our Website. By accessing, browsing, or otherwise using the Website, including to create an account and/or to apply for and manage any insurance policy, you represent and warrant to us that (a) you are at least 18 years old and have the capacity to agree to these Terms of Use as a binding contract, (b) you are using your actual identity, (c) you will provide only true, accurate, current, and complete information to us, (d) you will maintain and promptly update the information you provide to us to keep it true, accurate, current, and complete, (e) when using the Website and/or applying for or taking any action with respect to any insurance policy, you are acting only for yourself and your business, and (f) you have read, understood, and agreed to these Terms of Use.

Additional Terms

In addition to these Terms of Use, your use of the Website is also subject to the terms of any other policies and legal notices posted on our Website (“Additional Terms”). These Additional Terms include or may include:



- a. Our [Privacy Notice](#), which describes how we collect, use, and disclose personal data you provide to us, as well as your choices regarding your use of such personal data; and
- b. Any additional terms we may post from time to time relating to the Website or any products or services made available on or through the Website.

By using the Website, you also consent to and agree to comply with all Additional Terms. If any of these Additional Terms conflict with anything in this Agreement, the Additional Terms will take precedence.

Intellectual Property Rights

The Website and its Contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Subject to the terms of these Terms of Use, the Company grants to you a personal, non-exclusive, non-transferable, limited, and revocable license to use the Website (and the Content solely via the Website). You may not (i) sell, sublicense, publish, transfer, assign, or otherwise (re)distribute all or any portion of the Website or any Content in any form, including via distribution or posting via the internet or any mobile network or device or any other method (further including by way of downloading, copying, broadcasting, playing, presenting, sharing, making available or other technical means); (ii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, create derivative works, or otherwise circumvent the technology of the Website, any Content, or any part thereof; or (iii) engage in advertising-related use of the Website or any Content or any other use which may constitute infringement of any intellectual property or other proprietary rights (including any use which could be considered a promotion or encouragement of any brand, product or service). Without limiting the foregoing or any other provision of the Terms of Use, you will not use or attempt to use or access Content or any other part of the Website other than in accordance with the terms of the license granted hereunder.

The Website is owned and operated by the Company, and we and our affiliates own or control all relevant intellectual property rights in the Website and the Content. You acknowledge and agree that you will not acquire or be deemed to acquire under these Terms of Use or otherwise any ownership of any intellectual property or other proprietary rights in the Website and/or any Content, and that any and all intellectual property and other proprietary rights to the Website, the Content, and any branding therein (including trademarks, brands and logos) belong to the Company and/or our content licensors. You agree and accept that any use of the Website and/or any Content in any way that may be inconsistent with the Terms of Use will be treated as an unauthorized use of the Website and/or such Content (and each copyright work therein) and may result in a claim by the Company against you (or your related parties) for infringement of the copyright and/or other rights in such works.

The trademarks, service marks, brands, and logos used on the Website and/or the Content (including, without limitation, “Evertree”) are trademarks or trade names of the Company, our affiliates, or our other licensors, unless otherwise stated. You may not use any of our or their trademarks, service marks, brands, or logos without our express prior written permission. Further, you may not use any metatags, meta elements, “hidden text” or other equivalents using our or their



trademarks or any other colorable equivalent without our prior written authorization. You also may not remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Website or any Content. Any attempt by you to take any such action is a violation of our rights and of this Agreement.

If you believe that any User Materials violate your copyright, please see our contact us at info@evertreeinsurance.com.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. In addition, you agree that you are responsible for the content, materials, information, and/or communications you send to or initiate via the Website (“User Materials”). Without limiting the foregoing or any other provision of these Terms of Use or any Additional Terms, you agree not to (and not to attempt to), directly or indirectly:

- a. use the Website in any way that violates any applicable federal, state, local, or international law or regulation;
- b. participate in any form of activity or transmit any User Materials which are (or might be likely to be) unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, or sexually or racially-offensive, or that otherwise includes objectionable material, or that would infringe the copyright or other intellectual property or proprietary rights of any person;
- c. input or transmit User Materials or other content that contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- d. for any reason whatsoever, reverse engineer, decompile, disassemble, or otherwise tamper with any security components, usage rules or other protection measures applicable to the Website or Content;
- e. make any use of any Content that would infringe the copyright or other intellectual property or proprietary rights therein;
- f. make any recording or reproduction of, and will not stream or transmit or make available, any Content except as permitted hereunder;
- g. amplify, transmit or retransmit the Website or any Content to be audible or viewed outside of your own personal space;
- h. redistribute, broadcast, publicly perform or publicly display any Content, or otherwise transfer any Content obtained through the Website;
- i. modify any software or Content obtained through the Website for any reason whatsoever, including for the purpose of disguising or changing any indications of the ownership or source of the Content or removing (or trying to remove) and “DRM” (digital rights management) information or metadata, save as permitted by applicable law;
- j. input or transmit any User Materials or other content that contains anything which could be used to determine or alter the architecture of the Website, or could be used to decompile, disassemble, or reverse engineer the Website;
- k. collect personal data about other users or any other person (for any purpose);



- l. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Website;
- m. impose an unreasonable or disproportionately large load on our infrastructure; or
- n. gain unauthorized access to the Company's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Website or any Content;
- o. transmit or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- p. impersonate or attempt to impersonate the Company, a Company employee, or another user or any other person or entity.

For the avoidance of doubt, you agree to abide by the above, and by all other rules and policies established from time to time by the Company, which are applied by Company in a non-discriminatory manner to all users of the Website, and may include, for example, required or automated updates, modifications, and/or reinstallations of the software and obtaining available patches to address security, interoperability, and/or performance issues. You are responsible for all User Materials and other content that you transmit via the Website.

By transmitting User Materials or other content via or to the Website, you grant to the Company a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable, fully-paid, worldwide license to copy, communicate to the public, make available, create derivative works from, distribute and/or otherwise use that content via any media, alone or together with other materials, in connection with the Website. You represent and warrant that you own or control all rights in and to the User Materials and have the right to grant the license granted above to us and our licensees, successors and assigns.

We are not responsible, or liable to any third party, for the content or accuracy of any User Materials posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right (but not the obligation) to:

- a. Monitor compliance with these Terms of Use and any Additional Terms;
- b. Take any action with respect to any or event that we deem necessary or appropriate in our sole discretion, including if we believe that event violates these Terms of Use or any Additional Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us or any third party;
- c. Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website or any illegal or unauthorized event; and
- d. Terminate or suspend your access to all or part of the Website if you violate these Terms of Use or any Additional Terms.

We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of these Terms of Use and/or any Additional Terms, and we expressly reserve all rights and remedies available to us at law or in equity. Users are warned that breach of these Terms of Use and/or any Additional Terms may lead to civil or criminal liability. You



acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations. In addition, we will cooperate with the authorities in prosecuting any user who interferes with the Website or otherwise attempts to defraud the Company or any other parties through your use of the Website provided hereunder. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

The information presented on or through the site or Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the site, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Links

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

If the site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the site is based in the State of New York in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any Content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the



United States, you do so on your own initiative and are responsible for compliance with local laws.

Termination

These Terms of Use, and all licenses granted hereunder may be terminated:

- a. By you, by ceasing to access or use the Website; or
- b. By us, at any time or without notice for any reason or not reason, including if we cease supporting the Website or if you violate (or act in a manner indicating that you do not intend to or are unable to comply with) these Terms of Use or any Additional Terms, if we are legally required to do so by law, or if continuation is likely to be no longer commercially viable, or if you use any Content in a manner inconsistent with the terms hereunder or which otherwise may constitute infringement of any rights of the Company.

In addition, the Company reserves the right to suspend provision of the Website in the event of an actual or suspected breach of these Terms of Use or other unauthorized use of the Website.

Termination or suspension by the Company is without prejudice to any other rights or remedies we may have.

Upon termination, all rights granted to you under these Terms of Use will terminate, and you may no longer have access to any of the information associated with your account. Immediately upon any termination: (a) any unpaid fee(s) shall remain payable in full (for the full period of each license granted), and you shall not be entitled to any refund; and (b) you shall cease use of the Website and Content, shall delete the Company's apps from your device, and shall delete all copies of any Content in your possession or control.

Technical Requirements

You agree to use the Website in accordance with any technical guidelines that may be provided to you (and/or modified by us) from time to time. We will not be held responsible for any provision of service or electronic delivery that is incompatible with your operating system or other problems specific to your device. We reserve the right to impose limited periods of downtime for maintenance or other interruptions for commercial reasons without prior notice. Specifically, you accept and agree that the Website may be interrupted from time to time due to technical or other issues caused by a telecoms or internet service provider or by network congestion, and that we may temporarily suspend provision or operation of the Website for reasonable carrying out of periodic maintenance where necessary or where preferable to improve the Website. You expressly agree that we shall not be liable for any loss resulting from any such downtimes or interruptions.

Indemnification

You agree to indemnify, save, and hold us, our affiliates, contractors, employees, agents, and other licensors and partners (collectively, the "Company Parties") harmless from any and all claims, losses, damages, liabilities, costs, and expenses (including legal fees and expenses) that may be



incurred by any Company Party, arising out of or relating to your use or misuse of the Website and/or any Content, and any breach by you of these Terms of Use or any Additional Terms (including any representations and warranties made by you). 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 with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. You undertake to inform us immediately if you become aware of any possible breach of these Terms of Use or any Additional Terms by you or any other party.

No Warranties; Disclaimers

THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND FROM COMPANY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ANY SOFTWARE, CONTENT, INFORMATION, MATERIALS OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Although our goal to provide accurate and up-to-date information, the Content may not be wholly accurate or up-to-date, complete, or free of defects, and is subject to change at short notice. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law. The Website are intended only for the purposes specified or implied therein, and your use of the Website and/or any Content is entirely at your own risk. We make no warranty or representation about the provision or availability of any Content.

We make no warranty that: (a) the Website will meet your requirements; (b) the Website will be uninterrupted, timely, secure, or error-free; (c) the results obtained from the use of the Website will be accurate, complete, reliable or effective; or (d) the quality of any content or Website obtained by you from the Website, from us, or from any third parties' websites or applications to which the Website may link, will meet your expectations or be free from mistakes, errors or defects. The use of the Website is at your own risk and with your agreement that you will be solely responsible for any loss or damage that results from such activities.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES OR LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, ALL AVAILABLE EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability



You agree that (subject to applicable law), your sole and exclusive remedy for any dissatisfaction or problem arising from or in connection with the Website is to uninstall and stop using the Website.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE OR FROM SOFTWARE, CONTENT, INFORMATION, MATERIALS OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, OR FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID FOR THE SPECIFIC ITEM OF CONTENT GIVING RISE TO THE APPLICABLE CLAIM FOR DAMAGES.

THE ABOVE LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORSEEABLE OR IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Device Charges

Without limiting any other provision of these Terms of Use, you acknowledge and agree that you are solely responsible for all charges imposed by your device carrier with respect to your use of the Website, including without limitation all text messaging charges, roaming and international charges, and usage and overage charges charged by your carrier. in no event will we have any liability to you or any other party relating to any charges imposed by your device carrier relating to your use of the Website.

Message frequency varies per user.

Message and data rates may apply.

Text HELP for help. Text STOP to unsubscribe.

Carriers are not liable for delayed or undelivered messages.

Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE OFFERED THE WEBSITE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN



BETWEEN YOU AND US. WE WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

Limitation on Time to File Claims

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Governing Law and Jurisdiction

All matters relating to the Website, these Terms of Use, any Additional Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, the Website, these Terms of Use, and/or any Additional Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, although we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver of Trial by Jury

YOU AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR RELATED PROCEEDING BROUGHT TO ENFORCE, DEFEND, OR INTERPRET ANY RIGHTS OR REMEDIES ARISING UNDER, RELATING TO OR IN CONNECTION WITH THE WEBSITE, THESE TERMS OF USE, AND/OR ANY ADDITIONAL TERMS. FURTHER, YOU AGREE THAT YOU MAY ONLY RESOLVE DISPUTES IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR AS CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ACTIONS ARE NOT PERMITTED.

No Partnership

Your use of the Website and/or any Content creates no partnership, client, fiduciary or other professional relationship.

Severability

If any part, term or provision of these Terms of Use or any Additional Terms shall be held by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.



No Waiver

No waiver, express or implied, by either party of any term or condition or of any breach by the other of any of the provisions of these Terms of Use or any Additional Terms, shall operate as a waiver of any breach of the same or any other provision of this Agreement or such Additional Terms.

Contact Us

If you have any questions, please contact email us at info@evertreeinsurance.com.