

## **TERMS AND CONDITIONS (“Terms”)**

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <http://www.aviationassurance.com> website (the “Website”) operated by Aviation Assurance, Inc. (“Aviation Assurance”, “us”, “we”, “our”).

Your access to and use of the Website is conditioned on our acceptable or and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Website. Periodically, we may modify the Terms, so please review the Terms when accessing our Website. If, at any time, you do not wish to accept the Terms, you may not use the site. Any terms or conditions proposed by you that are in addition to or which conflict with the Terms are expressly rejected by Aviation Assurance and shall be of no force or effect.

### **User Assent to Terms and Conditions of Service**

You represent that you have read and agree to be bound by the Terms for aviationassurance.com. You further agree: (i) to comply with applicable U.S. federal, state, local, and foreign laws and regulations regarding the transmission of any data obtained from the Service (as defined herein) in accordance with the Terms; (ii) not to use the Website for illegal purposes; and (iii) not to interfere or disrupt networks connected to the Website.

### **Disclaimer**

All content provided on this Website is based upon information which we believe to be reliable and should be understood to be general insurance information only. It is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such. Insureds should always consult their insurance advisors with respect to individual coverage issues.

### **Intellectual Property**

This Website, including but not limited to text, content, photographs, video, audio and graphics (the "Service"), is protected by copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S. and other countries. The Service is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, columns and other elements making up the Service are also copyrighted works. The trademarks, service marks, trade names, trade dress, logos, designs, and sounds associated with this Website are owned by Aviation Assurance, or third parties who have authorized their use. You agree to abide by all applicable copyright, trademark, and other laws, as well as any additional copyright notices or restrictions contained in the Service. You agree to notify Aviation Assurance in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party.

### **Applicable Law, Venue and Limitation of Actions**

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely to be performed within Florida, without resort to its conflict of law provisions. Regardless of where you access this site, you agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed and adjudicated only in the federal or state courts located in Fort Lauderdale, Florida, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of these terms and conditions.

## **Termination**

Notwithstanding any of these terms and conditions, Aviation Assurance, Inc. reserves the right, without notice and in its sole discretion, to terminate your license to use this Website, and to block or prevent future access to and use of this Website. Upon termination, these Website Terms shall still apply.

## **Consent to Email and Text Communication**

When you visit this Website or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email, text, or by posting a notice on this Site. You agree that we may treat specific actions by you, such as checking boxes to receive email/text updates, sending us an email/text directly or through the Site, or leaving a telephone message with an email address or phone number for customer service to respond to a query about your account, as a request that we may communicate with you by unencrypted email/text. You acknowledge and agree that unencrypted email/text sent over the Internet is not secure and may be read by others, and you agree that when you request that we send you email/text you are authorizing us to transmit and disclose information from time to time in an unencrypted manner. You further acknowledge that emails and texts sent with this information are not stored in a secure manner.

## **Privacy Policy**

At Aviation Assurance, we take your right to privacy very seriously.

While using our Website, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your name, telephone number, and email address. We will not share with or sell to any information we receive from you with any 3<sup>rd</sup> parties, and if we plan to do so, we shall expressly ask for your consent to share such information.

Like many Websites, we may collect information that your browser sends whenever you visit our Website ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Website that you visit, the time and date of your visit, the time spent on those pages and other statistics.

## **Legal Equivalency**

This electronic document and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

## **Severability**

If any provision of the Website Terms is found to be unlawful, void, or for any reason unenforceable, then such provision shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

**Indemnity**

You agree to indemnify and hold Aviation Assurance harmless and our employees, contractors, officers and directors, and affiliates, from and against any and all liabilities, losses, costs, claims and expenses, including legal fees on a solicitor client basis incurred or reasonably to be incurred by Aviation Assurance, including third party claims against Aviation Assurance, arising out of or in any way related to your use of this Website.

**Limitation of Liability**

By using our Website, you agree and accept that Aviation Assurance is not legal responsible for any loss or damage you might suffer related to your use of the Website, whether from errors or omissions in our documents or information, any goods or services we may offer or from any other use of the Website. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

**Contact Us**

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