

AInsure Terms of Use

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Welcome to AInsure, operated by AInsure LLC ("AInsure," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of AInsure.app (the "Website") and/or mobile applications (the "App"), including any games, content, functionality, and services offered on or through the Website or App (collectively with the Website or App, the "Services").

You may be accessing these Services on behalf of an organization that has been approved by AInsure (the "Customer"). **YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS OF USE AND, IF ENTERING INTO THESE TERMS OF USE FOR A CUSTOMER, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT CUSTOMER; AND (C) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITE OR APP AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS. THESE TERMS OF USE APPLY WHETHER YOU ACCESS OR USE THE SERVICES AS A GUEST OR AS A REGISTERED USER.

This Website and App are offered and available to users who are 18 years of age or older, and reside in the US or any of its territories or possessions. By using the Website or App, you represent and warrant that you are of legal age to form a binding contract with AInsure and meet all of the foregoing eligibility requirements.

THESE TERMS OF USE TAKES EFFECT WHEN YOU INSTALL THE APP OR BY ACCESSING OR USING THE SERVICES.

IF YOU DO NOT MEET THESE REQUIREMENTS OR IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES. CHOOSE TO NOT SIGN, AND DO NOT CONCLUDE THESE TERMS OF USE, AND DO NOT USE VIEW, DOWNLOAD, OR OTHERWISE USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) THE WEBSITE OR APP OR THE SERVICES.

1. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website or App thereafter.

Your continued use of the Website or App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2. Accessing the Website or App and Account Security

2.1. We reserve the right to withdraw or amend this Website or App, and any Service or material we provide on the Website or App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or App, or the entire Website or App, to users, including registered users.

2.2. You are responsible for both:

- 2.2.1.** Making all arrangements necessary for you to have access to the Website or App.
- 2.2.2.** Ensuring that all persons who access the Website or App through your internet connection are aware of these Terms of Use and comply with them.
- 2.3.** To access the Website or App or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website or App that all the information you provide on the Website or App is correct, current, and complete. You agree that all information you provide to register with this Website or App or otherwise, including, but not limited to, through the use of any interactive features on the Website or App, is governed by our Privacy Policy (Ainsure.io/privacy), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- 2.4.** If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures (the “User Credentials”), you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or App or portions of it using your User Credentials.
- 2.5.** By enrolling in the Services and accessing it using your User Credentials, and any other security and identification methods as we may require from time to time, such as security questions or one-time passcodes, you acknowledge and agree that this system includes security procedures that are commercially reasonable. You further agree to comply with any Alsure procedures and processes to obtain any User Credentials, or to further access or use the Services.

YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR USER CREDENTIALS OR ANY OTHER BREACH OF SECURITY.

- 2.6.** We have the right to disable any user account, password, User Credentials, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

3. Intellectual Property Rights

- 3.1.** The Website or App and its entire 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 Alsure, 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.
- 3.2.** These Terms of Use permit you to use the Website or App. on behalf of a Customer, and only for the Customer’s use and to access/receive the Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or App, except as follows:
 - 3.2.1.** Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - 3.2.2.** You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - 3.2.3.** You may print one copy of a reasonable number of pages of the Website or App for your own records and non-commercial use and not for further reproduction, publication, or distribution.

3.2.4. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

3.3. You must NOT:

3.3.1. Modify copies of any materials from the Website or App.

3.3.2. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

3.3.3. Access or use the Website or App or Services for any commercial purposes other than as set forth above.

3.3.4. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or App in breach of the Terms of Use, your right to use the Website or App will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or App or any content on the Website or App is transferred to you, and all rights not expressly granted are reserved by Alnsure. Any use of the Website or App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

4. Trademarks

The Alnsure name and all related names, logos, product and service names, designs, and slogans are trademarks of Alnsure or its affiliates or licensors. You must not use such marks without the prior written permission of Alnsure. All other names, logos, product and service names, designs, and slogans on this Website or App are the trademarks of their respective owners.

5. Confidentiality

Except where disclosure is required for legal, accounting, or regulatory purposes, you and Alnsure agree that all information, items, records, data and other material provided pursuant to or in connection with the Services, shall be kept in strict confidence, shall be used only for the purposes of such agreements, and shall not be disclosed by either party, its agents, or employees, without, in each instance, the prior written consent of the other party; provided, however, that you or we may disclose generally, your membership and participation in the programs and services of Alnsure without your consent. You acknowledge and agree that Alnsure may disclose your information, without your consent or review, to the extent required or permitted by law. Each party agrees to take commercially reasonable precautions to prevent the unauthorized disclosure of such information, including complying with security procedures deemed necessary by Alnsure. All computer programs, manuals, materials, forms, facilities, ideas, concepts, techniques, and know-how used, prepared or developed by us, and any improvements extensions or modifications thereof, are and shall remain the exclusive property of Alnsure, and may not be used by you, your agents, employees or others, without our prior written consent. In certain circumstances, Alnsure may require you to enter into licensing or use agreements with regard to any software programs provided by or through Alnsure for you use in receiving any Services; and you hereby agree to enter into such licensing or use agreements.

6. Prohibited Uses

You may use the Website or App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or App:

- 6.1.** In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- 6.2.** For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- 6.3.** To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the terms and conditions set out in these Terms of Use.
- 6.4.** To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- 6.5.** To impersonate or attempt to impersonate AlInsure, an AlInsure employee, another user, or any other person or entity (including, without limitation, by using email addresses, user name, or screen names associated with any of the foregoing).
- 6.6.** To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or App, or which, as determined by us, may harm AlInsure or users of the Website or App, or expose them to liability.
- 6.7.** You may not sell, lease, furnish, redistribute, retransmit, or otherwise permit or provide access to the Website or App or Services to any other person.

Additionally, you agree not to:

- 6.8.** Use the Website or App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website or App, including their ability to engage in real time activities through the Website or App.
- 6.9.** Use any robot, spider, or other automatic device, process, or means to access the Website or App for any purpose, including monitoring or copying any of the material on the Website or App.
- 6.10.** Use any manual process to monitor or copy any of the material on the Website or App, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- 6.11.** Use any device, software, or routine that interferes with the proper working of the Website or App.
- 6.12.** Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- 6.13.** Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or App, the server on which the Website or App is stored, or any server, computer, or database connected to the Website or App.
- 6.14.** Attack the Website or App via a denial-of-service attack or a distributed denial-of-service attack.
- 6.15.** Otherwise attempt to interfere with the proper working of the Website or App.

7. User Activity Contributions

- 7.1.** The Website or App may contain interactive features (collectively, “**Interactive Services**”) that may allow users to post, submit, upload, publish, display, or transmit to AlInsure, or other users

or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website or App.

7.2. When you provide us with User Contributions, you hereby grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such User Contributions in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). You agree that this license includes the right for Alsure to provide, promote, and improve the Services and to make User Contributions available to other companies, organizations, or individuals.

7.3. You represent and warrant that:

7.3.1. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

7.3.2. All of your User Contributions do and will comply with these Terms of Use.

7.4. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Alsure, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

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

8. Monitoring and Enforcement; Termination

8.1. We have the right to:

8.1.1. Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

8.1.2. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or App or the public, or could create liability for Alsure.

8.1.3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

8.1.4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or App.

8.1.5. Terminate or suspend your access to all or part of the Website or App for any or no reason, including without limitation, any violation of these Terms of Use.

8.2. Without limiting the foregoing, we have the right to cooperate fully 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 or App. YOU WAIVE AND HOLD HARMLESS AINSURE AND ITS PERSONNEL, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY AINSURE OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER AINSURE OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

8.3. We do not undertake to review any material or User Contributions before it is posted on the Website or App, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Crypto-Assets and NFTs

- 9.1.** You acknowledge and agree that, as part of the Services, AInsure may use, or make available to you, smart contracts, certain cryptographic assets, or non-fungible tokens (NFTs), Tokenized real-world assets (RWAs), and other crypto-based assets (e.g. Tokens), on a blockchain with unique identification codes and metadata that distinguish them from each other (collectively, "Crypto-Asset").
- 9.2.** A Crypto-Asset may refer to and embody certain rights in the certain AInsure provided content and/or may contain one or more copies of such AInsure provided content (any such Crypto-Asset, an "Issued Crypto-Asset"). You may have the ability to receive, purchase, sell, and trade Issued Crypto-Assets within the Services and to sell and trade Issued Crypto-Assets both within and outside the Services.
- 9.3.** All transactions made through the Services are managed and confirmed on a blockchain selected by AInsure and may be processed by third-parties, besides AInsure. You acknowledge and agree that such blockchains are publicly available and information on such blockchains are publicly viewable.
- 9.4.** You may be required to set up an electronic cryptocurrency wallet, or you may bring your own electronic wallet set up with approved third-party wallet providers. AInsure shall have the sole and absolute discretion to allow the use of any wallets including those managed by any parties other than AInsure. YOU ACKNOWLEDGE AND AGREE THAT AINSURE SHALL NOT BE LIABLE, AND THAT AINSURE DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY WALLETS, AND ANY Crypto-Assets, HOSTED, PROVIDED, OR OTHERWISE MANAGED BY A THIRD-PARTY. You further acknowledge and agree that such third-party providers may have additional terms and conditions, which AInsure does not endorse, authorize, or control. For clarity, the Services do not include services provided by such third-parties.
- 9.5.** All purchases effectuated through the Services are final and non-refundable. Purchases may be made by using one or more cryptocurrencies that AInsure may elect to accept from time to time. AInsure retains the right in its discretion, to limit the dollar (or equivalent in other currencies) amount and number of any transactions on the Services. AInsure is under no obligation to accept any cryptocurrencies or issue any Crypto-Assets, and AInsure retains the right in its sole discretion to determine what currencies or payment option to accept at any time.
- 9.6.** You may have the limited right to sell or transfer your Crypto-Assets on a marketplace. AInsure does not monitor or control any marketplace purchases or sales, or any other activity beyond that on the Services.
- 9.7.** Unless otherwise expressly indicated by AInsure, you have no rights, title, or interests in any of AInsure's intellectual property rights, including any Crypto-Assets. Any rights, title, or interests granted to you, to any of AInsure's intellectual property, in connection with a Crypto-Asset, shall be explicitly identified by AInsure. AInsure expressly retains and reserves all rights, title, and interests to any and all intellectual property of AInsure.
- 9.8.** You acknowledge that Crypto-Assets carry risks. We expressly disclaim any responsibility for these risks. Risks, like hardware, software and Internet failures, malicious software introduction,

and malicious or nefarious third parties may attempt to obtain unauthorized access to your Crypto-Assets, are all common.

9.9. You acknowledge and understand that prices and values of Crypto-Assets are volatile. Crypto-Assets should not be considered to have any inherent or intrinsic value. Where a market exists for such Crypto-Assets volatility impacts prices for Crypto-Assets, and there is no certainty as to the value of any of your Crypto-Assets. Any Crypto-Assets made available via the Services are not to be considered or treated as securities or financial instruments.

9.10. Laws, regulations and rules involving Crypto-Assets are changing. You are solely responsible for understanding and complying with applicable laws, regulations and rules regarding Crypto-Assets. We do not provide any advice, counsel, or guidance regarding your compliance or conformance to applicable laws, regulations, and rules. You are also solely responsible for determining any taxes implications applicable to your Crypto-Assets.

9.11. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AINSURE MAY SET THE TERMS AND CONDITIONS ABOUT: (I) ANY TRANSFER OF AN ISSUED CRYPTO-ASSET, AND WHETHER IT IS IRREVOCABLE; (II) ANY SUCH TRANSFER AND WHETHER IT SHALL REPRESENT A TRANSFER AND ASSIGNMENT TO YOU OF THE RIGHTS IN THE ISSUED CRYPTO-ASSET; (III) TO THE EXTENT THAT SUCH ISSUED CRYPTO-ASSET CONTAINS ONE OR MORE COPIES OF AINSURE PROVIDED CONTENT, WHETHER YOU MAY BE THE OWNER OF SUCH DIGITAL COPY(IES) AS SO EMBODIED.

9.12. YOU ACKNOWLEDGE AND AGREE THAT AINSURE SHALL NOT BE RESPONSIBLE TO YOU FOR ANY AINSURE PROVIDED CONTENT, ANY LOSSES ASSOCIATED WITH ANY CRYPTO-ASSETS INCLUDING ANY LOSS OF VALUE OF SUCH CRYPTO-ASSETS.

10. Changes to the Website or App

We may update the content on this Website or App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website or App may be out of date at any given time, and we are under no obligation to update such material.

11. Information About You and Your Visits to the Website or App

All information we collect on The Services are subject to our Privacy Policy (Ainsure.io/privacy). By using the Website or App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

12. Links from the Website or App

If the Website or App 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 Website or Apps linked to this Website or App, you do so entirely at your own risk and subject to the terms and conditions of use for such Website or Apps.

13. Geographic Restrictions

We provide this Website, App, or Services for use only by persons located in the United States and Canada. We make no claims that the Website or App or any of its Services or content is accessible or appropriate outside of the United States. Access to the Website or App may not be legal by certain persons or in certain countries. If you use or access the Website or App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

14. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website or App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE OR APP LINKED TO IT.

YOUR USE OF THE WEBSITE OR APP, ITS CONTENT, ANY CRYPTO-ASSETS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP IS AT YOUR OWN RISK. THE WEBSITE OR APP, ITS CONTENT, ANY CRYPTO-ASSETS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AINSURE NOR ANY PERSON ASSOCIATED WITH AINSURE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR APP. WITHOUT LIMITING THE FOREGOING, NEITHER AINSURE NOR ANYONE ASSOCIATED WITH AINSURE REPRESENTS OR WARRANTS THAT THE WEBSITE OR APP, ITS CONTENT, ANY CRYPTO-ASSETS, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, AINSURE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL AINSURE, ITS PERSONNEL, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR APP, ANY CRYPTO-ASSETS, ANY WEBSITE OR APPS LINKED TO IT, ANY CONTENT ON THE WEBSITE OR APP OR SUCH OTHER WEBSITE OR APPS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Indemnification

You agree to defend, indemnify, and hold harmless AInsure, its personnel, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website or App, including, but not limited to, your User Contributions, any use of the Website or App's content, services, Crypto-Assets, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website or App.

17. Governing Law and Jurisdiction

All matters relating to the Website or App and these Terms of Use, 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 Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website or App shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio, in each case located in Pickaway County, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use 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.

18. Waiver and Severability

No waiver by AInsure of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of AInsure to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

19. Entire Agreement

The Terms of Use, our Privacy Policy, and any Additional Agreements constitute the sole and entire agreement between you and AInsure regarding the Website, App, or Services, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website, App, or Services.

20. Your Comments and Concerns

If you provide contact information to AInsure, including your telephone number, mobile telephone number, email address, or mailing address, you hereby expressly consent to receive telephone calls, SMS text messages, emails, and physical mail from AInsure regarding our services, subject to the terms of our Privacy Policy.

21. Contact Information

To ask questions or comment about these Terms of Use, contact us at:

01/13/2026