



## Terms of Use

Effective as of: February 26, 2021

Thank you for visiting [www.siriuspt.com](http://www.siriuspt.com). Please read these Terms of Use carefully before using this Site.

These Terms of Use (the "Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and SiriusPoint, Ltd. ("we," "us" or "our"), concerning your access to and use of our website as well as our associated internet properties and any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). These Terms also govern your use of all the text, data, information, software, graphics, proprietary content and more (all of which we refer to as "Content") that we and/or our affiliates may make available to you, as well as any services we may provide through this Site.

YOU AGREE THAT BY ACCESSING THE SITE, THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

**IMPORTANT:** These Terms contain a dispute resolution and arbitration provision, including a class action waiver that affects your rights. Depending on your jurisdiction, these provisions may not apply to you.

## International Use

Because of the global nature of the Internet, you agree to comply with all local rules with respect to your online conduct, including all laws, rules, codes and regulations of the country in which you reside and the country from which you access this Site, including without limitation, all laws, rules, codes, regulations, decrees, acts, orders, directives, legislation, bills and statutes pertaining to tax, contracts, intellectual property, securities, e-commerce, banking, technology, computers, fraud and privacy.

There is an inherent risk that any transmission via the Internet may be intercepted, modified, misdirected, or not be delivered to the intended recipient. There is also an inherent risk that information stored on a computer connected to the Internet may be accessed without authorization. We take appropriate technical and organizational measures against unauthorized or unlawful access, disclosure, processing or other use of personal data and against accidental loss or destruction of, or damage to, personal data. However, no internet-connected computer system can be made absolutely secure from intrusion. We, therefore, cannot and do not guarantee that information displayed on our Site has not been modified by others without authorization or that information communicated by you to us will be received or that it will not be altered before or after its transmission to us. If you elect to use this Site to communicate with us, you do so at your own risk.

**This website will not be considered a solicitation for or offering of any product or service to any person in any jurisdiction where such solicitation or offering would be illegal.**

## **Modifications and Additional terms**

We can change, update, add or remove provisions of these Terms at any time by posting the updated Terms on the Site and by providing a notice on the Site. We will ask for your express consent to the updated Terms where we are legally required to do so, and our notice to you will explain how you can accept or reject the changes. If you do not agree with any of the updated Terms, you must stop using the Site. Unless otherwise required by law, the updated Terms are effective as of the day of posting.

We may make changes to the Site at any time, without notice to you. If you object to any changes to the Site, your sole recourse will be to cease using the Site. Continued use of the Site following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Site as modified. We also reserve the right to discontinue the Site, or any component of it, at any time without notice to you. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site.

Certain features of the Site may be subject to additional terms, which shall be provided to you at the moment you choose to use such features or services. By using such features, or any part thereof, you agree to be bound by the additional terms, if any, applicable to such features. In the event that any of the additional terms governing such features conflict with these Terms, the additional terms will govern.

## **Use of this Site**

You are responsible for obtaining access to use this Site and that access may involve third party fees (such as internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access this Site and are responsible for ensuring that all persons who access the Site through your internet connection are aware of the Terms and comply with them.

In consideration of your use of this Site, you agree that you are at least eighteen (18) years of age and that you are of sound mind to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

You may use this Site only for lawful purposes and in accordance with the Terms. You agree not to use this Site:

- ❖ in any way that violates any applicable laws or regulations;
- ❖ to transmit or procure the sending of any advertising or promotional material, including any "junk mail," "chain letter" or "spam" or any other similar solicitation;
- ❖ to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity; or
- ❖ to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of this Site or which, may cause us harm or users of this Site or expose them to liability.

Additionally, you agree not to:

- ❖ copy or print any of the Content, whether licensed by us or otherwise, unless and to the extent it is for your own personal, non-commercial use and you must retain all trademark, copyright and other proprietary notices contained in and on any such Content;

- ❖ reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Site or the Content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior express written permission;
- ❖ remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the Content or any digital rights management mechanism, device or other content protection measures either directly or through other means;
- ❖ use the Site to collect any personally identifiable information, including names and e-mail addresses, or use the Site for any commercial solicitation purposes, without our prior express written permission;
- ❖ attempt to reverse engineer any aspect of the Site or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Site, create any derivative works or materials of any kind using the Content, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Site;
- ❖ use this Site in any manner that could disable, overburden, damage or impair the site or interfere with any other party's use of the Site;
- ❖ mirror, frame, screen scrape or deep link to any aspect of the Site or access any Content through technology or means other than those provided or authorized by us;
- ❖ use any robot, spider, offline readers, or automatic device, process or means to access this Site for any purpose, including monitoring or copying any of the material on the Site;
- ❖ use any manual process to monitor or copy any of the material on this Site or for any other unauthorized purpose;
- ❖ use any device, software or routine that interferes with the proper working of this Site;
- ❖ introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- ❖ attempt to gain unauthorized access to, interfere with, damage or disrupt any part of this Site, the server on which this Site is stored or any server, computer or database connected to this Site or try to bypass the measures we may use to prevent or restrict access to or use of the Site;
- ❖ attack this Site via a denial-of-service attack or distributed denial-of-service attack; or
- ❖ otherwise attempt to interfere with the proper working of this Site.

### **Information submitted by you to us**

If you submit any information or content to us (each a "Submission"), you represent that (i) you either created and/or own the rights to such Submission or that you have the owner's express permission to provide such Submission, and (ii) the Submission does not infringe any other person's or entity's rights (including, without limitation, copyrights, trademarks or privacy rights) or violate any applicable laws, rules or regulations, these Terms or any of our other posted policies.

Submissions must not:

- ❖ contain any material which is false, defamatory, libelous, obscene, harassing, threatening, discriminatory, bigoted, hateful, violent, vulgar, profane, pornographic or otherwise offensive, inappropriate, damaging, unlawful, disruptive or harmful;
- ❖ violate our or any other person's legal rights (including the rights of publicity and privacy), contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or otherwise promote, advocate or assist any illegal activity or unlawful act;
- ❖ create or threaten harm to any person or loss or damage to any property;
- ❖ include other peoples' personal information, such as another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual;
- ❖ infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights, either ours or of any other person;
- ❖ seek to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- ❖ misrepresent your identity or affiliation with any person or organization, including us;
- ❖ involve commercial activities such as contests, sweepstakes and/or other sales promotions, barter, advertising or offers of sale or purchase of goods and services; or
- ❖ be otherwise objectionable or non-family friendly as determined by us at our sole discretion.

We do not claim ownership to your Submissions. However, by providing Submissions, you irrevocably grant us and our assigns, agents and licensees and other users a worldwide, non-exclusive, irrevocable (to the extent permitted by law), royalty-free, fully paid license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to: (i) use, reproduce, transmit, modify, index, adapt, publish, translate, create derivative works from, distribute, display and otherwise exploit such content throughout the world in any media, whether now known or hereafter invented, including for any and all purposes, including commercial or marketing purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or any other person or entity, and (ii) to use your name, persona or likeness alone or in connection with such uses, without any obligation or remuneration to you.

We may refuse, alter, or remove a Submission without notice for any reason at our sole discretion, including our belief that a Submission may violate these Terms or be otherwise objectionable. If and to the extent that we elect to accept Submissions, we have the right, but not the obligation, to monitor, review, screen, post, remove, reject, modify and store all Submissions posted on the Site, at any time and for any reason, without notice, including to ensure that all such Submissions complies with these Terms. We do not endorse any Submissions and the Submissions posted does not reflect our opinions, views or advice. You are solely responsible for your Submissions and the consequences of posting and publishing it and you agree that we are acting only as a passive conduit for your online distribution and publication of your Submissions. We take no responsibility and assume no liability for any Submissions that you or any other user or third-party posts or sends

on or through the Site, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

Notwithstanding our rules with regard to Submissions, you may be exposed to content on the Site that is inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose or in violation of our Terms. We take no responsibility and expressly disclaim any liability related in any way to your exposure to Submissions on the Site, whether or not it violates our Terms.

You assume all risks associated with dealing with other users with whom you come in contact through the Site, and to the extent that the law permits, you release us from any claims or liability related to any Submissions posted on the Site and from any claims related to the conduct of any other users.

### **Accuracy of Information**

All information on this Site is subject to change without notice. While we try to provide accurate and up-to-date material on this Site, errors or omissions may occur. We make no warranties or representations as to the accuracy or timeliness of the material on this Site and assume no liability or responsibility for any errors or omissions on this Site.

If there is any conflict between information set out on this Site and the (re) insurance policies to which such information relates, the terms of the (re) insurance policies shall govern.

### **No Advice**

This Site is not intended to provide specific insurance, reinsurance or other advice for any individual or business entity and should not be relied on for such. Persons seeking insurance or other advice should contact a licensed professional, such as an independent insurance or reinsurance broker, who can take their individual circumstances into account.

### **Intellectual Property**

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No right, title or interest in or to the Site or any Content is transferred to you and all rights not expressly granted are reserved. Any use of the Site that is not expressly permitted by these Terms may be a breach of these Terms and may violate copyright, trademark and other laws.

### **Privacy**

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**Nothing in this Site is intended to provide any investment recommendation, advice or service or constitute an offer to buy or sell any securities or financial instruments.**

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## Disclaimers

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**VIRUSES OR OTHER HARMFUL COMPONENTS. THE USER (AND NOT US) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.**

#### **Exclusions/Limitations**

**UNDER NO CIRCUMSTANCES, REGARDLESS OF WHETHER BASED ON CONTRACT, TORT OR NEGLIGENCE, OR IN LAW OR IN EQUITY, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE IN CONNECTION WITH ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, OR UNTIMELINESS OF ANY CONTENT ON THIS SITE, OR THE USE, INTERRUPTION OF USE, TERMINATION OF USE, OR INABILITY TO USE THIS SITE, THE MATERIALS IN THIS SITE OR ANY OTHER SITE MAINTAINED BY US, OR OTHERWISE RELATING TO THIS SITE, EVEN IF WE OR AN AUTHORIZED REPRESENTATIVE OF US HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**We may not be qualified to offer for sale in all jurisdictions where this Site is accessible all of the products and services described in this Site.**

#### **Entire Agreement**

These Terms, the Privacy Policy and other policies posted on this Site constitute the entire agreement between you and us with respect to your use of this Site and may be amended by posting a revised statement of these Terms, the [Privacy Policy](#) and any other user policies and agreements. Users are deemed to be aware of and bound by any such changes. We shall not be deemed to have waived any rights or remedies accruing to it hereunder without "executing a writing" regarding such waiver. No delay or omission by us in exercising any right shall operate as a waiver of said right on any future occasion.

#### **Dispute resolution and arbitration; class action waiver.**

***Please read this carefully. It affects your rights.***

(a) Applicable Law. These Terms and any dispute that may arise between you and us shall be governed by and construed in accordance with the U.S. Federal Arbitration Act, applicable federal law and the laws of the State of New York, United States of America, excluding its rules regarding conflicts of law. You agree that any claim or dispute you may have against us must be resolved exclusively by a state or federal court located in New York, except as otherwise agreed by the parties or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of the courts located in New York for the purpose of litigating all such claims or disputes.

(b) Dispute Resolution. Before either party may seek arbitration as provided below, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. After the Notice is received, you and us may attempt to resolve the claim or dispute informally. If you and us do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding as provided below.

(c) Arbitration. You agree that we may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event we elect arbitration, you hereby agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through the American Arbitration Association or another established alternative

dispute resolution provider (collectively, "ADR") chosen by us. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, in which case the location of the arbitration shall be the State of New York, and (iii) the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief.

(d) Waiver of Jury Trial. YOU HEREBY WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

## **Communications**

You consent to receive communications from us, whether required by law or otherwise, either by e-mail if you have provided us with your e-mail address, or by notice posted on the Site as determined by us in our sole discretion. You agree that any requirement that a notice, disclosure, agreement or other communication be sent to you by us in writing is satisfied by such electronic communication. We are not responsible for any automatic filtering you or your network provider may apply to communications we send to an e-mail address that you provide to us.

When you provide us with your mobile telephone number, you agree that we may send you text messages (including SMS and MMS) to that mobile telephone number. When you first provide your mobile telephone number to us, you will receive a confirmation text message and you may need to reply as instructed to complete registration. We will never charge you for the text messages you receive, however you may see message and data rate charges from your mobile provider, though, so be sure to check your plan. You are responsible for the payment to your mobile provider of any message, data and other charges related to text messages, including for confirmation texts you receive and your responses thereto.

You may opt-out of receiving any future text messages from us at any time by either replying to a text message with the keyword "STOP". If you opt-out you agree to receive a final text message confirming your opt-out. When you opt-out of text messaging, you will no longer receive any text messages unless you re-subscribe. In addition, for assistance, you may reply to any text message with the keyword "Help". Texts may be sent through an automatic telephone dialing system. Consent to receive mobile messages is not required as a condition to using the Site or to purchase any goods or services on the Site.

## **Consumer Notice.**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Site is provided by SiriusPoint Ltd. If you have a question or complaint regarding the Site, please contact SiriusPoint Ltd. at [info@siriuspt.com](mailto:info@siriuspt.com). California residents may reach the



Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

### **Contact Information**

If you have any questions about these Terms, the operation of this site, or your dealings with us, you can contact us at:

SiriusPoint Ltd.

Attn: Group Chief Compliance Officer

Tel: + 1.844.312.4327 ext.0255