

## **SITE TERMS**

### TERMS OF USE

Effective Date: October 7, 2022

PLEASE READ THE TERMS OF USE AGREEMENT (THIS "AGREEMENT") CAREFULLY PRIOR TO YOUR USE OF THIS SITE.

The "Fetch!" platform, (hereinafter "Fetch") is owned and operated through Liberty Mutual Insurance Company ("Liberty Mutual"), located at 175 Berkeley Street, Boston, MA 02116. Fetch includes the website [www.fetchquote.com](http://www.fetchquote.com) and portions of other web pages and web content through which you have accessed this Agreement, including, without limitation, through a tablet or other device that hosts our portal and mobile applications (collectively, the "Site").

BY UTILIZING THE SITE, YOU ("USER", "YOU", "YOUR" and similar terms) HEREBY AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT WHICH INCORPORATES BY REFERENCE THE PRIVACY POLICY POSTED ON THE SITE (THE "PRIVACY POLICY"), AS BOTH ARE AMENDED FROM TIME TO TIME. IF THIS AGREEMENT IS NOT ACCEPTABLE AND YOU ARE UNWILLING TO BE BOUND BY IT, PLEASE DO NOT USE THIS SITE.

Subject to the terms of this Agreement and the Privacy Policy, Fetch may offer you various services on or through the Site. Below are the terms and conditions governing these services and your use of the Site.

The term "Insurance Providers" refers to certain insurance companies that will be evaluating your information and may provide insurance quotes for you once you have submitted the required information through this Site.

The term "Merchant Partners" means the businesses and/or technology platforms (i.e. auto dealerships, dealer management software providers, customer relationship management providers, banks, finance companies, automotive websites) that may refer you to this site or assist you with pre-filling your personal information into this Site in order to obtain insurance quotes.

#### YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE

The Site is intended to be accessed and used only by and on behalf of adults and users that can form legally binding contracts under applicable law. Without limiting the foregoing, this Site and the related services provided hereon should not be used by minors (i.e., individuals under the age of 18). If you do not qualify, you are not permitted to use this Site or transact any business hereon, and you do not have our consent to do so.

#### YOU ARE GIVING FETCH THE RIGHT TO SHARE YOUR PERSONAL INFORMATION

By using this Site and the related services provided hereunder, you are authorizing Liberty Mutual to share your personal information to offer you certain insurance products and services with other Insurance Providers or other third parties who may

offer you products, services or promotional offers. You are also hereby giving Liberty Mutual, the Insurance Providers and other third parties explicit permission to contact you via phone call, text message, and/or email to attempt to sell you products and services.

"User's Information" is defined as any information or other material you provide to us or others in connection with this Site, including, without limitation, information that will be transmitted to Insurance Providers. Except as may be otherwise provided in our Privacy Policy, you are solely responsible for User's Information, and Fetch acts as a passive conduit for the online distribution of User's Information. By accessing and using our Site, you hereby represent and warrant that any User's Information which you submit via our Site is accurate, truthful and correctly identifies relevant data about yourself. You are expressly prohibited from entering false information about yourself or your identity on our Site. Further, we reserve the right to modify or remove from this Site, all or any portion of User's Information or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, or otherwise unacceptable or unlawful. We also reserve the right to edit User's Information or other materials for any other reason consistent with the purposes of this Agreement or this Site.

Without limiting any other remedies, we may suspend or terminate your access if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with this Site or any services in connection therewith, including, without limitation, providing false User's Information.

#### FETCH IS A FREE SERVICE FOR YOU

Fetch does not charge a fee to you to access, use and submit information through this Site. Further, a Merchant Partner is not authorized or allowed to charge and/or collect a fee from you related to your use of this Site. An Insurance Provider also will not charge fees simply to provide you a quote, however, you will be obligated to pay for any insurance policy you might choose to purchase. Fetch is not involved with and is not responsible for any fee arrangement that you may enter into with any Insurance Provider to purchase insurance. Fetch also does not collect any money from you, as any insurance policy you choose to purchase will be done on the Insurance Provider's website, through the Insurance Provider's call center or some other method determined by the Insurance Provider.

Please note that while we may provide links to web pages which are not part of our web family, including, without limitation, those of other Insurance Providers, such sites are not under our control and we are not responsible for the information or links you may find there. We are providing these links only as a convenience and to facilitate your use of our Site. The presence of these links on our Site is not intended to imply our endorsement of that site but to provide a convenient link to relevant sites which are managed by other organizations, companies, or individuals. Accordingly, this Agreement does not apply to your use of unaffiliated sites to which this Site only provides links, including, without limitation, those of any Insurance Providers. Those sites have their own privacy policy and user agreements which you must review and agree to before transacting business on those sites.

#### FETCH WILL NOT PULL YOUR CREDIT REPORT OR DRIVING RECORDS, BUT THE INSURANCE PROVIDERS MAY

While Fetch will not pull your credit report or access any of your public records, including your driving record, you agree to allow the Insurance Providers to pull your credit report and/or driving records at some point in the process prior to binding insurance coverage for you. All submissions by you authorize the Insurance Providers to conduct any and all necessary research, including checking your credit history and driving records, for purposes of providing you with an insurance quote pursuant to applicable state law.

#### FETCH WILL NOT ACT AS AN INTERMEDIARY BETWEEN YOU AND THE INSURANCE PROVIDER

Fetch, through its Site, is designed to save you time by allowing you to simultaneously submit information to multiple Insurance Providers that might meet your needs based on the information you provide. Fetch simply allows you to obtain several insurance quotes from Insurance Providers directly without having to visit each Insurance Provider's website and enter your personal information over and over again. If you select an Insurance Provider and proceed to purchase an insurance policy from the Insurance Provider, your relationship with that Insurance Provider will be bound by the terms, conditions, and policies to which you and the Insurance Provider agree. Fetch will have no role in negotiating or defining the terms and conditions to which you and your chosen Insurance Provider agree. Further, Fetch will have no role in providing customer service, policy renewals or cancellations, claims services, etc. Fetch is designed to simply put you in touch with leading Insurance Providers in your area – not to be an intermediary between you and that Insurance Provider.

#### YOU ARE REQUESTING INSURANCE QUOTES AND PROMOTIONAL OFFERS FROM THE INSURANCE PROVIDERS

The Site gives you the opportunity to submit personal information in one convenient location in order to receive quotes for insurance from the Insurance Providers. By submitting your information through this Site, you are expressly authorizing the Insurance Providers, Liberty Mutual and other third parties to contact you via phone, email, text or mail with future marketing and promotional offers. Further, the Insurance Providers may keep your personal and contact information in an attempt to market products or services in the future. If you do not wish to receive marketing and promotional offers from the Insurance Providers in the future, it is incumbent upon you to unsubscribe with each Insurance Provider individually and to follow such Insurance Provider's procedure for "opting-out" of marketing and other related communications. Fetch does not offer the ability for you to opt-out with an Insurance Provider via Fetch's Site.

#### FETCH AND MERCHANT PARTNER DO NOT GUARANTEE ANY QUOTES, FEES, RATES, TERMS, COVERAGE, OR SERVICE

The insurance quotes you obtain are from some of the leading insurance companies in your area. Fetch and the Merchant Partner do not make any representations or warranties regarding the quotes, fees, rates, terms, coverage limits or services offered or made available by the Insurance Providers. Fetch and the Merchant Partner do not make any representations and/or warranties that any of the Insurance Providers will be able to offer you a product or service at all. Because each Insurance Provider

may score your information differently, Fetch makes no guarantee that you will receive affordable quotes, or any quotes at all, from the Insurance Providers. Fetch also does not guarantee that the fees, rates, terms, coverage limits, or services offered by the Insurance Providers are the best available in the marketplace. Fetch has no input as to any price or terms of the insurance policy an Insurance Provider may offer you. Finally, Fetch and the Merchant Partner do not guarantee that quotes, fees, rates, terms, coverage and services will not change or that coverage will not be denied by the Insurance Provider after an Insurance Provider has requested more information from you or obtained more accurate information from you prior to your purchase of the Insurance Provider's products or services.

#### YOU ARE RESPONSIBLE FOR YOUR FINANCIAL DECISIONS

The Site provides a venue through which you can receive insurance quotes directly from multiple Insurance Providers (collectively, the "Services"). Fetch does not endorse or recommend the products or services of any of the Insurance Providers and is not acting as an advisor to you or any of the Insurance Providers. Further, the Merchant Partner takes no responsibility for your choice in Insurance Provider, payment options, coverage levels, whether to purchase liability-only insurance or collision and comprehensive insurance. Fetch does not validate or investigate the licensing, certification or other requirements and qualifications of the Insurance Providers. It is your responsibility to investigate the Insurance Providers, particularly the Insurance Provider you may choose to provide you with insurance. You agree that the Insurance Providers are solely responsible for any services that they may provide to you and that Fetch and the Merchant Partner shall not be liable for any losses, costs, damages or claims in connection with, arising from or related to your use of an Insurance Provider's product or service. Because the Merchant Partner is most likely not a licensed insurance producer and is taking no responsibility for the policy you purchase, Fetch urges you to obtain the advice of financial advisors, insurance agents, brokers, or other qualified professionals who are fully aware of your individual circumstances before you make any financial or insurance decisions. You acknowledge and agree that YOU RELY ON YOUR OWN JUDGEMENT AND DECISIONS and/or that of such advisors (and not on the judgment and decisions of Fetch or the Merchant Partner) in purchasing any products or services offered by the Insurance Providers.

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT WITH YOU OR AS REQUIRED BY LAW, WE MAKE NO REPRESENTATION OR WARRANTIES WITH RESPECT TO THE ACCURACY, APPLICABILITY, FITNESS, OR COMPLETENESS OF THE CONTENTS OF THIS SITE OR THE SERVICES PROVIDED HEREUNDER. EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT WITH YOU OR AS REQUIRED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER OR THIS SITE OR YOUR USE OF SAME. WE DO NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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#### USE OF THE SITE AND SERVICES

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action that imposes an unreasonable or disproportionately large load on our infrastructure.

#### FETCH IS ONLY AVAILABLE IN THE UNITED STATES AND IS MAY NOT BE AVAILABLE IN ALL STATES

The Services provided through this Site are available only within the United States and may not be available in all states.

#### THIS AGREEMENT IS SUBJECT TO CHANGE

This Agreement is subject to change. Fetch reserves the right to update, amend and/or change this Agreement at any time in its sole discretion. Updates to this Agreement will be posted on this Site and will take effect immediately once accessible. You are responsible for reviewing this Agreement to stay informed of any changes or updates.

#### BREACH OF THIS AGREEMENT

Without limiting other rights or remedies set forth in this Agreement or as otherwise available by law, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to this Site in whole or in part: (a) if you breach this Agreement; (b) if we are unable to verify or authenticate any information you provide to us, should we elect to engage in such verification; or (c) if we believe in our sole discretion that your actions may cause legal liability for you, other users, us or third parties.

#### PRIVACY

Our current Privacy Policy is available on this Site and is incorporated in this Agreement by reference. We may change our Privacy Policy from time to time, as stated therein.

If you are a California resident, you may have additional rights. For more information about these privacy rights and practices, please review our Privacy Policy.

How to Contact Us For Privacy:

Phone: 800-344-0197

Email: [privacy@libertymutual.com](mailto:privacy@libertymutual.com)

Mail: Privacy Office

175 Berkeley St. 6<sup>th</sup> Floor

Boston, MA 02116

For all other matters other than Privacy, please call 804-401-4488 or email us at [affinitydealerprogram@libertymutual.com](mailto:affinitydealerprogram@libertymutual.com).

#### INDEMNIFICATION

You agree to indemnify, defend and hold us, our subsidiaries and affiliates, and each of their and our officers, directors, agents, owners, employees, independent contractors and suppliers, harmless from any claim, demand, action, cost and expense, including reasonable attorneys' fees, due to or arising out of the following events: (i) your giving

us any information which is inaccurate, including, without limitation, User's Information; (ii) your breach of any warranty, representation or other obligation set forth in this Agreement; (iii) your negligence or willful misconduct; (iv) your violation of any law, regulation or right of any third party; (v) any dispute or action between you and any third party, including parties selling goods or services through this Site; and (vi) your use of this Site or the Services or the products or services of any third party, except for claims resulting solely from our negligence or willful misconduct.

#### RELEASE; COVENANT NOT TO SUE

You hereby release, agree and covenant not to sue us, our subsidiaries and affiliates, and our or their officers, directors, owners, agents, employees, suppliers and independent contractors, from or in connection with any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with the Services or your use of this Site, other than willful misconduct or our failure to honor an express commitment posted on this Site. If you are a California resident, you hereby waive California Civil Code § 1542, which says: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### NOTICES

Except as explicitly stated otherwise, any notices shall be given by postal mail to us at Fetch, 175 Berkeley Street, Boston, Massachusetts 02116 and to you at the email address you provide to us. Notice shall be deemed given 24 hours after email is sent, unless we are notified that the email address is invalid. Alternatively, we may give you notice by regular mail, postage prepaid, to the address provided by you. In such case, notice shall be deemed given 3 days after the date of mailing.

#### ARBITRATION

Except as otherwise provided in a written agreement with you, any controversy or claim between you and us or our subsidiaries and affiliates, and our or their officers, directors and employees, arising out of or relating to this Agreement or your use of this Site or the Services, shall be settled by binding arbitration, before a single arbitrator, in accordance with the commercial arbitration rules of JAMS which shall administer the arbitration. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party, nor shall arbitration on a class action basis be permitted. The arbitration award shall be in writing and shall include findings of fact and conclusions of law. Judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either party may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of either party pending the completion of arbitration.

#### TAXES

Except as otherwise provided in a written agreement with you or as prohibited by law, you are responsible for paying any taxes that may be assessed or otherwise due in connection with any transactions or purchases that you make through us or the Site.

#### CHOICE OF LAW, HEADINGS, AND NON-WAIVER

Except as otherwise provided in a written agreement with you or as prohibited by law, This Agreement shall be exclusively construed, interpreted, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to rules governing conflicts of laws. The parties further agree that this Agreement shall be deemed to have been negotiated, entered into, executed and performed for all purposes within the Commonwealth of Massachusetts. Either party's failure to act with respect to a breach does not waive the non-breaching party's right to act with respect to subsequent or similar breaches.

#### SEVERABILITY

The invalidity of any portion of this Agreement will not affect the validity of any other provision and any such finding of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement is held to be invalid or unenforceable, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. It is expressly understood, however, that the parties hereto intend each and every provision of this Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Agreement to the full extent permitted by law. Accordingly, if any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision(s) will, rather than be stricken in their entirety, be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

#### ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement of the parties relating to its subject matter and supersedes any prior or contemporaneous agreements, negotiations, correspondence, understandings or communications, whether oral or written. This Agreement may not be modified or amended except in writing, signed by both parties, or as otherwise provided herein. Because of changes in Internet technology and practices, this Agreement and our security and other policies may change from time to time. We will provide you with email notices regarding any changes to this Agreement. Please consult this portion of the Site for important changes to the Agreement as they occur. Unless otherwise provided in a separate written agreement between you and us, by using the Site after we notify you by email and thereafter posting any changes to this Agreement, you agree to accept those changes, whether or not you have reviewed them, and such acceptance shall be deemed legally conclusive. If at any time you choose not to accept the terms of this Agreement, you will not use the Site, any Services.

This Agreement applies to your use of this Site or other sites that we may own or operate in the future, unless such sites provide otherwise.

#### CONTINUING COOPERATION



The parties agree to execute any documents or perform such other and further acts as are reasonably necessary to comply with the letter and spirit of this Agreement.