Terms of Service

1. Consent to Terms of Service

This Web site is owned and operated by Freedom Insurability Group, or one of its affiliates or subsidiaries (collectively "Freedom Insurance," "Fig", "Freedom Insure", "we," "us" or "our"). These Terms of Service apply to our websites, including FreedomInsureGroup.com, and AutoandHome.FreedomInsureGroup.com, and any other site that posts a link to this page (collectively, the "Site"). By accessing our Site, you consent to these Terms of Service ("Terms") and our collection, use and sharing of your information as described in our Privacy Policy, or any other terms linked to these Terms. If you do not agree to these Terms, please exit our Site. If you have any questions regarding our Terms or your use of our Site, please contact us by email at Info@freedominsuregroup.com, or by mail to: 401 Pine St, Saint Louis, MO 63102.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE. THEY APPLY TO ALL USERS OF THE SITE.

2. Ownership of Site Content

Unless otherwise noted, all photographs, pictures, graphics, and all other images, including digital, printed and video images, and portions thereof, and all content, data, information, news, and all other text and materials, including digital, printed and audio, along with the layout and design of the Site and all documentation, data, services, features, products and other content at the Site (collectively, "Site Content") are protected by the copyright laws of the United States and other jurisdictions. All Site Content is owned by, or licensed to, Freedom Insurability Group. Site Content may not be reproduced, modified, redistributed or otherwise used in any way without an express written license with the applicable Site Content owner.

3. Use of Site Content

You are hereby granted a limited, non-exclusive, non-assignable, non-transferable, revocable license to access and display on your personal computer or mobile device for your own use, but not copy or transfer or broadcast or otherwise use in any way, the Site Content found at this Site for your personal, non-commercial and educational use only.

4. Reservation of Rights

All rights not expressly granted by Freedom Insurability Group herein are reserved. Nothing on the Site or in these Terms grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any Site Content or other materials of any third party, or may be construed to mean that Freedom Insurability Group has the authority to grant any license on behalf of any third party.

5. Freedom Insurability Group Trademarks

Freedom Insurability Group LLC trademarks, including the trademarks "Freedom Insurability Group," "Freedom Insurability Group Senior," "Freedom Insurability Group Home and Auto, all page headers, graphics, images, symbols, trade names and other Freedom Insurability Group marks found at the Site are the proprietary property of Freedom Insurability Group (collectively the "Marks"). Use of the Marks is strictly prohibited without the prior written consent of Freedom Insurability Group.

6. Third Party Trademarks

The trademarks of third parties may also appear on the Site from time to time; you may not use these trademarks without prior written permission of their respective owners. You acknowledge and agree that nothing on the Site grants, expressly or implicitly, by estoppel or otherwise, any right or license to use any of these trademarks, nor may anything be construed to mean that Freedom Insurability Group has authority to grant any right or license on behalf of any third-party trademark owner.

7. Restrictions, Limitations and Conditions of Use

Any unauthorized use of our Site or Site Content for any purpose is prohibited. Your rights to this Site are given on the condition that you use the Site in accordance with these Terms. You may not use the Site for any unlawful purpose and you may not participate in any of the following:

- (1) access, solicit, collect or use any personally identifying information about any other users of the Site or anyone else;
- (2) restrict or inhibit others from using the Site;
- (3) transmit to or introduce at the Site any viruses, harmful software, or other modifications or changes to the Site or reverse engineer, decompile, disassemble, reverse assemble or modify any Site source or object code or any software or other services or processes accessible through any portion of the Site or Site Content;
- (4) submit, upload, email or otherwise transmit any content or other materials, to or through the Site which (a) is threatening, abusive, defamatory, obscene, vulgar, offensive, or otherwise objectionable, or which may harm minors; (b) infringes or violates the rights of others, or (c) has an advertising, political marketing, promotional or other commercial purpose;
- (5) engage in any activities that interfere with another user's access to the Site or the proper operation of the Site; or
- (6) distribute or copy any Site Content manually or by using any robot, scraper, crawler, or any other automatic device or process; frame or utilize framing techniques to enclose any Site Content; or use content from our Site in a manner that suggests an unauthorized association with any of our or our licensor's products, services or brands.

Freedom Insurability Group has no obligation to monitor your interaction with the Site, but reserves the right to review or monitor the Site and any user submissions in its sole discretion.

8. Links to Other Sites

In using the Site, you may find that Freedom Insurability Group provides hyperlinks to one or more third-party websites (the "Linked Sites"). Freedom Insurability Group provides these links as a convenience for you and other users but is not responsible for the content of, or links to and from, the Linked Sites. Your linking to these Linked Sites is at your own risk. We encourage you to read the terms and conditions and similar privacy policies of the respective Linked Sites, should you choose to visit them since your use of those Linked Sites will be subject to their terms of use and privacy policies. A link from the Site does not imply a relationship with, or endorsement of, the Linked Site(s) or its content, purpose, policies, or business practices by Freedom Insurability Group.

9. Disclaimer, Limitation of Liability, and Indemnification

The materials, Site Content and services offered on the Site are provided "AS IS" and without warranties of any kind. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose. We do not warrant that the use of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server(s) that make it available or any advertised or hyperlinked site are free of viruses or other harmful components or that the Site, server(s), or advertised or Linked Sites will be accessible at all times. We do not warrant or make any representations regarding the use of the Site or any information contained therein, including Site Content, with respect to correctness, accuracy, availability, reliability, graphics, links or otherwise. You assume the entire cost of all necessary servicing, repair or correction to any equipment you use to access the Site. To the extent that applicable law may not allow the exclusion of implied warranties, the above exclusions may not apply to you.

Documents, information, product descriptions, graphics and other materials appearing on the Site may include technical inaccuracies, miscalculations, typographical errors, and out-of-date information. Use of such documents, information, product descriptions, graphics or other materials is at your own risk.

You waive any and all claims and rights against us and our affiliates, parents, and successors and each of our employees, assignees, officers, agents and directors (the "Freedom Insurability Group Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, or person, to the maximum extent permitted by applicable law. None of the Freedom Insurability Group Parties will be liable to you under any cause of action, for any direct, indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You hereby agree to indemnify the Freedom Insurability Group Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys' fees), resulting from your use of the Site or any breach of these Terms by you.

10. Ability to Accept Terms

You affirm that you are the age of majority in your jurisdiction and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. The Site is not intended for children under the age of eighteen (18). If you are under 18 years of age, then please exit now and do not use this Site.

11. Data Processed in the United States

Freedom Insurability Group LLC processes data in the United States, and we make no representation that this Site is appropriate or available for use beyond the United States. If you use this Site from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. This Site may describe programs and services that are available only in the United States (or only parts of it). We reserve the right to limit the availability of this Site and/or the provision of any content, programs, service, or other feature described or available on this Site to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, service, or other feature that we provide.

If you are in a jurisdiction outside the United States and nevertheless continue to use the Site, your personal information may be transferred into and processed within the United States, and your continued use of the Site constitutes consent to such transfer and processing. Please review our Privacy Policy for additional information on how we process and protect your data.

12. Choice of Law and Forum

These Terms will be governed by and construed in accordance with the laws of the State of **Missouri**, without giving effect to any principles of conflicts of law. All disputes arising under, or in any way connected with use of this Site, shall be litigated exclusively in the state and federal courts residing in the State of Kansas, and in no other court or jurisdiction. You hereby submit to the jurisdiction of the state and federal courts sitting in the **Saint Louis, Missouri**.

13. Severability and Enforceability

If any provision or portion of these Terms is held to be illegal, invalid, or unenforceable, in whole or in part, it shall be modified to the minimum extent necessary to correct any deficiencies or replaced with a provision which is as close as is legally permissible to the provision found invalid or unenforceable and shall not affect the legality, validity or enforceability of any other provisions or portions of these Terms.

14. Termination/Exclusion

We reserve the right, in our sole discretion, to revoke, terminate or suspend any and all privileges associated with accessing the Site for any reason or for no reason whatsoever including improper use of the Site or failure to comply with these Terms, and to take any other action we deem appropriate.

15. User Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information provided by you to Freedom Insurability Group through the Site are not confidential and you grant us a worldwide, perpetual, royalty-free license to distribute, publish, modify, edit or otherwise use your submissions. Freedom Insurability Group shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise without any acknowledgement of or compensation to you.

16. Changes to Terms

We may revise these Terms at any time, with or without notice, by updating this page, and such revisions will be effective upon posting to this page. Please check these Terms periodically for any changes. Your continued use of the Site following the posting of any revisions to these Terms will mean you accept those changes. We reserve the right to alter, suspend or discontinue any aspect of the Site, including your access to it. Unless explicitly stated, any new features will be subject to these Terms.

17. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you. However, we may assign, novate or subcontract any or all of our rights and obligations under these Terms at any time.

18. Entire Agreement

These Terms, together with the Privacy Policy and any other documents or policies referenced herein, constitute the entire agreement between you and Freedom Insurability Group regarding the use of the Site and the content and services provided on this Site, superseding any prior agreements between you and Freedom Insurability Group relating to the subject matter hereof.

19. Product Restrictions

Policies and products are not available in all states. Exclusions and misstatement and misrepresentation restrictions may apply. The quote, policy and plan comparisons and information we provide are furnished by the individual insurance companies, and are subject to change without notice and/or underwriting qualification by the specific insurance company to which the application is submitted. A quote should not be construed as a commitment from the insurance company to actually issue that policy or any other policy to you. All quotes that we present are based on the information you have provided us at our request. You are responsible for ensuring that information you provide in connection with any quotation or inquiry through the Site is accurate and up to date. You may change or edit your information at our Site by contacting us via email at info@freedominsuregroup.com.

To purchase an insurance policy, you must submit a completed application to the insurance company, which will then review and underwrite your application along with any other information that may be gathered from sources such as, but not limited to, the Department of Motor Vehicles, credit bureaus and the Medical Information Bureau. Following that review and underwriting analysis, the insurance company will then determine whether you are eligible for insurance and, if so, the precise premium to charge you for the insurance policy you seek. This underwriting process may result in higher or lower premiums than your quote.

20. Contact Us

If you have any questions regarding these Terms or your use of our Site, please contact us at by email at info@freedominsuregroup.com, or by using the mailing information below:

Freedom Insurability Group LLC 401 Pine St, Saint Louis, MO 63102

21. Advertising Disclaimers

For more information about our advertising content, go to freedominsuregroup.com/commercials.

22. Life Policy Disclaimers

For more information about our Life Insurance policy disclaimers, go to <u>freedominsuregroup.com/disclaimers</u>.

23. Do Not Call Request

You have certain choices about how we use your information. You can opt out of receiving telephone calls from us. To do so, please <a href="mailto:ema