



## Terms and Conditions

Welcome to [www.boltinsurance.com](http://www.boltinsurance.com) (together with its Content, the "Site"). Please read the following Terms and Conditions ("Terms") carefully before using this Site so that you ("You" or "Your") are aware of Your legal rights and obligations with respect to Business Owners Liability Team LLC d/b/a BOLT Insurance Agency, its affiliates and subsidiaries (individually and collectively, "BOLT", or "We").

We reserve the right, at our discretion, to modify these Terms, which will be effective 10 days following the posting of the modification to the Site or providing notice to You, whichever occurs first, and will apply to causes of action arising after the effective date of the change. We will inform You regarding such modifications by either notifying You via Your email address or by posting such latest changes on the Site. You should continue check the Site for changes Your continued use of this Site 10 days following the posting of changes to these Terms or providing notice to You, whichever occurs first, will mean You accept those changes.

### 1. Your Acceptance

By using or visiting this Site, including without limitation contributing to or viewing the Site's Content (as defined below), You signify Your assent to (1) these Terms; and (2) BOLT'S privacy policy at [www.boltinsurance.com/privacy](http://www.boltinsurance.com/privacy) ("Privacy Policy"). These Terms apply to all users of the Site. If You do not agree to these Terms or the Privacy Policy then please do not access or otherwise use the Site or any information contained herein. You agree that these electronic Terms and Privacy Policy combined with Your accessing and using the Site has the same legal force and effect as a written contract with Your written signature and satisfies any laws that require a writing or signature. You agree not to challenge the validity, enforceability, or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. In addition, You acknowledge that You have had the opportunity to print these Terms.

### 2. Ability to Accept Terms

You affirm that You are over the age of 18 and have the power, authority and capacity to enter into this agreement, and that You are a U.S. citizen, or are physically present in the United States as You use the Site(s). If it comes to BOLT's attention through reliable means that a registered user is a child under 18 years of age, BOLT may terminate that user access to the Site.

By using a Site, You signify You meet all of the foregoing criteria, and agree any action taken by You on the Site shall be deemed an action taken by You and, to the extent You are accessing this Site for Your business, Your actions shall be deemed to be authorized actions on behalf of Your business.

### 3. Website Access

A. BOLT hereby grants You permission to use the Site, provided that: (i) You will not copy, distribute or modify any part of the Site without BOLT's prior written authorization; (ii) You will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; (iii) You will not transmit any Content which contains software viruses, or other harmful computer code, files or programs; (iv) You will not disrupt servers or networks connected to the Site; (v) You will not disobey any requirements,

procedures, policies or regulations established from time to time regarding use of this Site or any networks connected to this Site; (vi) You will not engage in hacking, cracking, "phishing", "phreaking" or any other activity to circumvent established Internet security measures on the Site or elsewhere; and (vii) You comply with these Terms.

B. In order to access and use the insurance plans and services of the Site, You must (i) be a business and use this for Your business purposes, and (ii) create an account and provide BOLT with all the requested information. You may never use another's account without permission. When creating Your account, You must provide accurate and complete information. You must not impersonate any person or entity or misrepresent Your identity or affiliation with any person or entity, including using another person's username, password or other account information or another person's name, likeness, voice, image or photograph. You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure. You must notify BOLT immediately of any breach of security or unauthorized use of Your account. You will be liable for any use made of Your account or password and the losses of BOLT or others due to such unauthorized use. BOLT will not be liable for Your losses caused by any unauthorized use of Your account.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," and "offline readers," that accesses the Site in a manner that sends more request messages to the BOLT servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. BOLT grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. BOLT reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names or e-mail addresses, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes.

D. BOLT has the right to seek all remedies available at law and in equity for violations of these Terms. In addition, BOLT has the right to terminate Your access to the Site, in its sole discretion, immediately and with or without cause.

#### **4. Intellectual Property Rights**

The content on the Site, including without limitation, the text, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, services and any other content on the Site ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to BOLT. Content on the Site is provided to You "AS IS" for Your information and personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without BOLT's prior written consent. BOLT reserves all rights not expressly granted in and to the Site. If You download or print a copy of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere

with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site.

“Bolt Insurance Agency”, "Bolt", the Bolt logo, and other marks are Marks of BOLT or its affiliates. All other trademarks, service marks, and logos used on our Site are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of these Terms.

## **5. Links**

The Site may contain links to third party websites that are not owned or controlled by BOLT. BOLT is not affiliated with those websites, has no control over those websites, and assumes no responsibility for the content, privacy policies, or practices of any third party websites. In addition, BOLT will not and cannot censor or edit the content of any third-party site. By using the Site, You expressly release BOLT from any and all liability arising from Your use of any third-party website. Accordingly, We encourage You to be aware when You have left the Site and to read the terms and conditions and privacy policy of each other website that You visit.

BOLT permits You to link to materials on the Site for internal business purposes of your business, and not on behalf of or for the benefit of other persons or entities.

## **6. Information Description.**

BOLT attempts to be as accurate as possible. However, BOLT cannot and does not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. BOLT reserves the right to make changes in or to the Content, or any part thereof, according to its sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

## **7. Limitation of Liability and Warranty**

THE FOLLOWING SECTION REGARDING LIMITATION OF LIABILITY AND WARRANTY APPLIES WHETHER OR NOT THE SERVICES PROVIDED UNDER THE SITE ARE FOR PAYMENT.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND BOLT, THE SITE (INCLUDING THE CONTENT AND ANY OTHER SERVICES PROVIDED THEREBY (INCLUDING THE INSURANCE SERVICE)), IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WHILE WE

MAKE REASONABLE EFFORTS TO ENSURE THAT THE SITE WILL FUNCTION AS CLAIMED, BOLT DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, VIRUS ATTACKS AND THE LIKE, OR THAT IT WILL ALWAYS BE AVAILABLE. THE SITE WILL OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. IN ADDITION, YOU AGREE THAT BOLT WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO ITS USERS THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS, ETC.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, BOLT DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

THE FACT THAT BOLT HAS PROVIDED A LINK TO A SITE IS NOT AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP OR AFFILIATION WITH RESPECT TO SUCH SITE, ITS OWNERS, OR ITS PROVIDERS.

BOLT DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE.

BOLT IS NOT AN INSURANCE COMPANY. INSURANCE PLANS AND SERVICES ARE PROVIDED BY INSURANCE COMPANIES AND OTHER LICENSED INSURANCE-RELATED PROVIDERS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH THE INSURANCE COMPANIES AND OTHER INSURANCE RELATED PROVIDERS. IF YOU HAVE A DISPUTE WITH ANY INSURANCE COMPANY OR OTHER INSURANCE RELATED PROVIDERS, YOU AGREE THAT BOLT IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE.

YOU ACKNOWLEDGE THAT THAT THE INSURANCE COMPANIES PAY TO BOLT COMMISSIONS AND BOLT MAY RECEIVE OTHER PERFORMANCE-BASED COMPENSATION FOR THE SERVICES PROVIDED TO YOU. YOU FURTHER ACKNOWLEDGE THAT NOT ALL PRODUCTS ARE AVAILABLE IN ALL STATES. AND RATES FOR THE INSURANCE PLANS AND SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THE INSURANCE PRODUCTS AND SERVICES AVAILABLE ON THE SITE ARE FOR UNITED STATES RESIDENTS ONLY. WE DO NOT INTEND, NOR SHOULD ANYTHING ON OUR SITE BE CONSTRUED AS AN ATTEMPT TO CONDUCT COMMERCE OUTSIDE THE UNITED STATES OR IN ANY STATE IN WHICH BOLT OR ITS AFFILIATES ARE NOT LICENSED TO SELL INSURANCE.

WE PRESENT CONTENT FOR THE PURPOSE OF HELPING OUR USERS DETERMINE WHAT INSURANCE COVERAGE MAY BE ADVISABLE FOR THEM AND PROVIDE FREE QUOTES TO SIMPLIFY COMPARISON-SHOPPING FOR INSURANCE. NEITHER BOLT NOR ITS AFFILIATES REPRESENT THEMSELVES AS FINANCIAL ADVISORS, ATTORNEYS OR TAX PLANNING SPECIALISTS. THE OPINIONS, ADVICE AND STATISTICS ON OUR SITE COME FROM THIRD PARTIES AND ARE PROVIDED AS IS. WE MAKE NO WARRANTIES AS TO THE ACCURACY OR THE SUITABILITY OF THIS INFORMATION AS IT RELATES TO YOUR PERSONAL CIRCUMSTANCES OR ANY OTHER PARTICULAR PURPOSE.

THE INSURANCE PLAN QUOTES PROVIDED ARE FURNISHED BY THE INDIVIDUAL INSURANCE COMPANIES AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. A QUOTE SHOULD NOT BE CONSTRUED AS A COMMITMENT FROM THE INSURANCE COMPANY TO ACTUALLY ISSUE THAT POLICY OR ANY OTHER POLICY TO YOU AT THE QUOTED PREMIUM OR ANY OTHER PREMIUM. THE QUOTES PRESENTED ARE BASED ON THE INFORMATION WE HAVE REQUESTED AND YOU HAVE

GIVEN US. TO PURCHASE A POLICY, YOU MUST SUBMIT AN APPLICATION WITH ALL THE REQUESTED DETAILS TO THE INSURANCE COMPANY. THE INSURANCE COMPANY WILL REVIEW YOUR APPLICATION, ALONG WITH INFORMATION IT MAY GATHER FROM OTHER SOURCES. BASED ON ITS UNDERWRITING ANALYSIS, THE INSURANCE COMPANY WILL DETERMINE THE PRECISE PREMIUM TO CHARGE YOU OR, IN CERTAIN CIRCUMSTANCES, DECLINE TO OFFER AN INSURANCE POLICY TO YOU. THIS UNDERWRITING PROCESS MAY ALSO RESULT IN HIGHER OR LOWER PREMIUMS THAN YOUR QUOTE.

UNDER NO CIRCUMSTANCES SHALL BOLT, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS BE LIABLE FOR ANY LOSS OF MONEY, GOODWILL, REPUTATION, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE AND ITS SERVICES EVEN IF BOLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION, TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT BOLT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED AN AGGREGATE OF THE AMOUNT PAID BY YOU FOR ACCESSING AND USING THE SITE, IF ANY, IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **8. Your Contact with Advertisers**

Your dealings or correspondence with, or participation in promotions of, advertisers found on or through a Site (including, without limitation, payment and delivery of related products or services, and any other terms, conditions, representations or warranties associated with such dealings or correspondence) are solely between You and such advertisers. BOLT makes no representations or warranties with respect to any advertising content of, or any products or services that may be obtained from, such advertisers. You agree that BOLT will not be responsible or liable with respect to any loss or damage of any kind incurred as a result of: (a) any such dealings or correspondence between You and such advertisers, (b) content, products or services of such advertisers, or (c) the presence of such advertisers on the Site.

#### **9. Indemnity**

You agree to defend, indemnify and hold harmless BOLT, its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Site; (ii) Your violation of these Terms; or (iii) Your violation of any third party right, including without limitation any copyright, property, publicity or privacy right. This defense and indemnification obligation will survive these Terms and Your use of the Site. You must use Your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any such matter subject to indemnification by You.

#### **10. Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by BOLT without restriction.

**11. International Use.**

Neither BOLT nor its affiliates make any representation that the Site or Content is appropriate or available for use in locations outside the United States. Those who choose to access the Site from other locations are responsible for compliance with any applicable local laws and any applicable laws regarding the transmission of technical data exported from the United States of the country in which You reside.

**12. Contact BOLT**

If You have any questions or comments regarding these Terms and/or our Privacy Policy please send an e-mail to Customer Support at [support@boltinsurance.com](mailto:support@boltinsurance.com) or call 1-800-216-4171.

**13. Licensed Insurance Producer**

BOLT is licensed as an insurance producer and authorized to offer and sell insurance in each of the states listed below:

State	Name	License Number
AL	Business Owners Liability Team LLC	439781
	DBA: BOLT Insurance Agency	
AZ	Business Owners Liability Team LLC	952978
	DBA: BOLT Insurance Agency	
AR	Business Owners Liability Team LLC	100104524
	DBA: BOLT Insurance Agency	
CA	Business Owners Liability Team LLC	0G93017
	DBA: BOLT Insurance Agency	
CO	Business Owners Liability Team LLC	343520
	DBA: BOLT Insurance Agency	
CT	Business Owners Liability Team LLC	2340112
	DBA: BOLT Insurance Agency	
DC	Business Owners Liability Team LLC	2876021
	DBA: BOLT Insurance Agency	

DE	Business Owners Liability Team LLC	1102445
	DBA: BOLT Insurance Agency	
FL	Business Owners Liability Team LLC	L079321 L067337
	DBA: BOLT Insurance Agency	
GA	Business Owners Liability Team LLC	151041
	DBA: BOLT Insurance Agency	
IA	Business Owners Liability Team LLC	1002055379
	DBA: BOLT Insurance Agency	
ID	Business Owners Liability Team LLC	328841
	DBA: BOLT Insurance Agency	
IL	Business Owners Liability Team LLC	100288953
	DBA: BOLT Insurance Agency	
IN	Business Owners Liability Team LLC	672711
	DBA: BOLT Insurance Agency	
KS	Business Owners Liability Team LLC	270858517-0
	DBA: BOLT Insurance Agency	
KY	Business Owners Liability Team LLC	DOI -715341
	DBA: BOLT Insurance Agency	
LA	Business Owners Liability Team LLC	498623
	DBA: BOLT Insurance Agency	
MA	Business Owners Liability Team LLC	1876664
	DBA: BOLT Insurance Agency	
MD	Business Owners Liability Team LLC	NPF100030756
	DBA: BOLT Insurance Agency	
ME	Business Owners Liability Team LLC	AGN170901
	DBA: BOLT Insurance Agency	
MI	Business Owners Liability Team LLC	90674
	DBA: BOLT Insurance Agency	
MN	Business Owners Liability Team LLC	40180671

	DBA: BOLT Insurance Agency	
MS	Business Owners Liability Team LLC	15014365
	DBA: BOLT Insurance Agency	
MO	Business Owners Liability Team LLC	8039589
	DBA: BOLT Insurance Agency	
MT	Business Owners Liability Team LLC	719952
	DBA: BOLT Insurance Agency	
NC	Business Owners Liability Team LLC	270858517
	DBA: BOLT Insurance Agency	
ND	Business Owners Liability Team LLC	20295667
	DBA: BOLT Insurance Agency	
NE	Business Owners Liability Team LLC	100181520
	DBA: BOLT Insurance Agency	
NH	Business Owners Liability Team LLC	2059741
	DBA: BOLT Insurance Agency	
NJ	Business Owners Liability Team LLC	1233106
	DBA: BOLT Insurance Agency	
NM	Business Owners Liability Team LLC	100006198
	DBA: BOLT Insurance Agency	
NV	Business Owners Liability Team LLC	677457
	DBA: BOLT Insurance Agency	
NY	Business Owners Liability Team LLC	PC-1146433
	DBA: BOLT Insurance Agency	
OH	Business Owners Liability Team LLC	40234
	DBA: BOLT Insurance Agency	
OK	Business Owners Liability Team LLC	10010555
	DBA: BOLT Insurance Agency	
OR	Business Owners Liability Team LLC	100169205
	DBA: BOLT Insurance Agency	



PA	Business Owners Liability Team LLC	561500
	DBA: BOLT Insurance Agency	
RI	Business Owners Liability Team LLC	
	DBA: BOLT Insurance Agency	
SC	Business Owners Liability Team LLC	174812
	DBA: BOLT Insurance Agency	
SD	Business Owners Liability Team LLC	10010549
	DBA: BOLT Insurance Agency	
TN	Business Owners Liability Team LLC	2016043
	DBA: BOLT Insurance Agency	
TX	Business Owners Liability Team LLC	1617771
	DBA: BOLT Insurance Agency	
UT	Business Owners Liability Team LLC	328806
	DBA: BOLT Insurance Agency	
VT	Business Owners Liability Team LLC	718569
	DBA: BOLT Insurance Agency	
VA	Business Owners Liability Team LLC	127335
	DBA: BOLT Insurance Agency	
WA	Business Owners Liability Team LLC	751919
	DBA: BOLT Insurance Agency	
WI	Business Owners Liability Team LLC	2562422
	DBA: BOLT Insurance Agency	
WV	Business Owners Liability Team LLC	100107776
	DBA: BOLT Insurance Agency	
WY	Business Owners Liability Team LLC	192799
	DBA: BOLT Insurance Agency	

#### 14. General

BOLT reserves the right to discontinue or modify any aspect of the Site at any time. These Terms, the Privacy Policy and the relationship between You and BOLT are governed by and construed in accordance with the laws of New York, without regard to its principles of conflict of laws. You and

BOLT agree to submit to the personal and exclusive jurisdiction of the courts located in New York, New York and waive any jurisdictional, venue, or inconvenient forum objections to such courts. These Terms, together with the Privacy Policy and any other legal notices published by BOLT on the Site, shall constitute the entire agreement between You and BOLT concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND BOLT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: December 4<sup>th</sup> 2014