

Terms of Service

Please read these Terms of Service (“Terms”) carefully. They are effective as of May 25, 2018.

NEUMAN EQUINE INSURANCE TERMS OF SERVICE

IMPORTANT: READ CAREFULLY. Please read these Terms carefully as they contain important information about your legal rights, remedies and obligations. These Terms are a legal contract between you and Neuman Equine Insurance (as defined herein). By accessing the Service, you agree to be bound by these Terms. If you do not agree to these Terms, please exit the Service and refrain from all further use of it.

PLEASE NOTE: SECTION 12 OF THESE TERMS CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT APPLY TO ALL USERS. SECTION 12 AFFECTS HOW DISPUTES WITH NEUMAN EQUINE INSURANCE ARE RESOLVED. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND BY THIS ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY.

Last updated: May 25, 2018.

1. SCOPE OF SERVICES

Welcome to <http://www.equineinsurance.com/services/> (the “Website”), operated by Neuman Equine Insurance, LLC d/b/a Neuman Equine Insurance Agency, LLC (“Neuman Equine Insurance”, “we”, “our” or “us”). These Terms constitute a legally binding agreement between you and Neuman Equine Insurance governing your access to and use of the Website and all services offered by us through the Website, including, without limitation, all mobile, tablet and other smart devices applications and application program interfaces and associated services (collectively, the “Service”). We refer to our employees, directors, officers, contractors, owners, parents, subsidiaries and agents as our “affiliates” throughout these Terms. The terms “you” and “your” refer to all individuals or entities accessing the Service. **By using, visiting or accessing the Service, you agree to be bound by these Terms for yourself and any person that uses the Service under your user name. Please read these Terms carefully before accessing and using the Service. If you do not agree with these Terms, do not use our Service.**

2. AMENDMENTS, MODIFICATIONS OR UPDATES TO TERMS

Neuman Equine Insurance reserves the right to amend, modify or update these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Service and update the “Last Updated” date at the top of these Terms. We may also choose to provide you with notice of the modification by email before the date the revised Terms become effective. If you disagree with the revised Terms, you may cease your use of the Service. Otherwise, your continued access to or use of the Service will be subject to the revised Terms.

3. PRIVACY POLICY

Your privacy is important to us. In the course of your use of our Service, you may be asked to provide certain information to us. The information we collect and our use policies are set forth in more detail in our Privacy Policy, which is fully incorporated into these Terms by reference. Our Privacy Policy makes important disclosures about how we collect and use your information and content. We encourage you to read the Privacy Policy carefully and use it to make informed decisions.

4. ELIGIBILITY; USE OF SERVICE; SEPARATE TERMS

4.1 Eligibility: You must be at least 18 years old and able to enter into legally binding contracts to access and use the Service. By accessing or using the Service, you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

4.2 Use of Service: Neuman Equine Insurance may make access to and use of the Service, or certain areas or features of the Service, subject to certain additional conditions or requirements, such as, without limitation, completing a verification process or meeting specific eligibility criteria (*i.e.*, a credit check).

4.3 Separate Terms: The access to or use of certain areas and features of the Service may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Service, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

5. CONTENT

5.1 Proprietary Rights: The Service may, in its entirety or in part, be protected by copyright, trademark, and/or other laws of the United States. You acknowledge and agree that the Service, including all associated intellectual property rights, are the exclusive property of Neuman Equine Insurance and/or its licensors or authorizing third parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. All trademarks, service marks, logos, trade names, and any other source identifiers of Neuman Equine Insurance used on or in connection with Service are trademarks or registered trademarks of Neuman Equine Insurance in the United States. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Service are used for identification purposes only and may be the property of their respective owners.

5.2 Prohibited Uses: You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Service. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Neuman Equine Insurance or its licensors other than for the limited license to (i) use the Service on your personal

device(s), and (ii) access and view any content made available through the Service and accessible to you, solely for your personal and non-commercial use.

5.3 License: By creating, uploading, posting, sending, receiving, storing, or otherwise making available any user content on or through the Service, you grant to Neuman Equine Insurance a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such user content, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such user content to provide and/or promote the Service, in any media or platform.

5.4 Prohibited User Conduct: You will not post, upload, publish, submit or transmit any user content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any Neuman Equine Insurance policy or standard. Neuman Equine Insurance may, without prior notice, remove or disable access to any user content that Neuman Equine Insurance finds to be in violation of these Terms or Neuman Equine Insurance's then-current policies or standards, or otherwise may be harmful or objectionable to Neuman Equine Insurance, its users, third parties, or property.

5.5 Copyright Law: Neuman Equine Insurance respects copyright law and expects you to do the same. If you believe that any content on the Service infringes copyrights you own, please notify us immediately by following the instructions provided in the Contact Us section of these Terms.

6. RULES OF CONDUCT

We expect users of the Service to respect the law and the rights and dignity of others. While using the Service, you agree to comply with all applicable laws, rules and regulations. In addition, your use of the Service is conditioned on your compliance with the rules of conduct set forth in these Terms and failure to comply may result in termination of your access to the Service. If we are made aware of any information or materials posted, transmitted or otherwise made available through or in connection with the Service that may be a violation of any law, regulation or right of a third party, or a violation of these Terms, we have the right, but not the obligation, to remove or disable access to the respective information or materials. Any act or use by you that violates any of the above agreements is strictly prohibited and shall be a material breach of these Terms.

7. PROFILES AND FORUMS AND SUBMISSIONS

7.1 Profiles and Forums: If we choose to make the option available, you may post certain information and materials in connection with the Service or through our social media pages or sites (your "Profile"). Further, we may offer features through the Service that enable you to post information, photographs and other materials and images publicly (collectively referred to herein

as “Forums”). All of the rules of conduct above and elsewhere in these Terms apply to Profiles and Forums. Additionally, without our express prior written consent, you may not use Profiles or Forums for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, and you may not use Profiles or Forums to solicit other visitors or users to visit or become members of, subscribe to or register with any commercial online service or other organization.

7.2 Limitation of Liability: Information contained in the Profiles and Forums may be provided by third party visitors to the Service, which may be inaccurate, misleading or deceptive. Neuman Equine Insurance, its affiliates and their respective employees, officers, directors, owners, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible for any opinion, advice, information or statements made in the Profiles and Forums by third parties. Under no circumstances will Neuman Equine Insurance, its affiliates, or their respective employees, officers, directors, owners, affiliates, agents, representatives, licensors, suppliers or service providers be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Profiles and Forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of Neuman Equine Insurance.

7.3 Public Nature of Content: You acknowledge and agree that, to the fullest extent permitted by applicable law, we have no control over, and shall have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public through Forums or any other part of the Service. **IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A PROFILE OR A FORUM OR OTHERWISE ON THE SERVICE OR OTHER SOCIAL MEDIA, YOU DO SO AT YOUR OWN RISK.**

8. DISCLAIMER OF WARRANTIES

8.1 AS IS: While we try to maintain the security of the Service, we do not guarantee that the Service will be secure or that any use of the Service will be uninterrupted. THE SERVICE IS PROVIDED “AS IS.”

8.2 Disclaimer: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEUMAN EQUINE INSURANCE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND THE USE THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SERVICE AND ASSUME NO RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO AND USE OF THE SERVICE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS,

VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY OTHER LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. YOU UNDERSTAND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL NEUMAN EQUINE INSURANCE, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OWNERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) RESULTING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY VISITOR'S ACCESS TO AND USE OF THE SERVICE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IF ANY PART OF THIS LIMITATION OF LIABILITY IS INVALID, ILLEGAL OR UNENFORCEABLE, THEN THE AGGREGATE LIABILITY OF NEUMAN EQUINE INSURANCE AND OUR AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OWNERS AND AGENTS UNDER SUCH CIRCUMSTANCES TO YOU OR TO ANYONE ELSE WILL NOT EXCEED ONE HUNDRED DOLLARS. SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU IF THEY ARE NOT PERMITTED BY THE LAWS OF YOUR JURISDICTION.

10. INDEMNIFICATION

You agree to indemnify Neuman Equine Insurance and its affiliates and their respective employees, officers, directors, owners, and agents for all damages, liabilities, costs, charges and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (1) your breach of these Terms, (ii) your improper use of the Service (or any part thereof), (3) your breach of any applicable laws, regulations or third party rights.

11. CONTACT US

If you have any questions about these Terms, please contact:

Neuman Equine Insurance
3363 Tates Creek Rd.
Suite 204
Lexington, KY 40502
USA
Phone: 859-231-0213
Email: help@neumanequine.com

12. DISPUTE RESOLUTION

12.1 Agreement: You and Neuman Equine Insurance agree that we will resolve any dispute or question arising as to the interpretation of any clause of, or the rights and liabilities of the parties under or in any manner relating to these Terms and connected in any manner with use of the Service (a “Claim”) in accordance with one of the subsections below or as Neuman Equine Insurance and you otherwise agree in writing.

12.2 Conflicts of Laws; Jurisdiction; Venue: These Terms and the relationship between you and Neuman Equine Insurance with respect to the Service shall be governed by the laws of the Commonwealth of Kentucky without regard to the conflicts of laws rules thereof. Except as otherwise provided under this Dispute Resolution Section, you and Neuman Equine Insurance agree to submit to the personal and exclusive jurisdiction and proper venue of the Fayette Circuit Court and/or the Eastern District of Kentucky, in each case in Lexington, Fayette County, Kentucky, and waive any right to trial by jury.

12.3 Arbitration: Any Claim shall be referred to final and binding arbitration before a single arbitrator in Lexington, Kentucky, under the rules and procedures of the American Arbitration Association relating to the selection of arbitrators for the determination of issues. The arbitration shall be governed by the United States Federal Arbitration Act, 9 U.S.C. §§ 1-16. This agreement to arbitrate is supported by adequate consideration, receipt of which is acknowledged. The decision of the arbitrator will be binding, final and conclusive on the parties, and judgment on the arbitrator’s decision may be entered in any court having jurisdiction thereof. This agreement to arbitrate is binding upon the respective successors, heirs, legal representatives, assigns and transferees of the parties. The arbitrator may, *sua sponte* or upon the written request of a party, issue written directions as to the scope and timetable for discovery. In the event that the arbitrator should determine that the matter(s) in dispute may be resolved by a review of a written record, and that a hearing is not necessary, each party waives the right to a hearing. The arbitrator shall be charged to render a written opinion reciting the facts as determined and the applicable law as applied. The arbitrator may award injunctive and other equitable relief, as well as an award of monetary damages. No claim of fraud, duress or other basis for revocation of contract made with respect to these agreed Terms shall limit or preclude the enforcement of this agreement to arbitrate except as such fraud, duress or other basis for revocation shall arise with particularity to this agreement to arbitrate, and each party conclusively agrees that this provision shall be interpreted in a manner consistent with the separability doctrine of *Prima Paint Corp. v. Flood and Conklin Mfg. Co.*, 388 U.S. 395 (1967).

12.4 Waiver: Neither you nor Neuman Equine Insurance will participate in a class action or class-wide arbitration for any Claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

12.5 Improperly Filed Claims: All Claims brought under this Section must be resolved in accordance with this Dispute Resolution Section. All Claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a Claim contrary to this Section, Neuman Equine Insurance shall be entitled to recover its reasonable attorneys' fees and costs actually incurred, provided that Neuman Equine Insurance has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

12.6 Survival: Subject to Section 14.1, this Section 12 shall survive any termination of these Terms and will continue to apply even if you stop using the Service.

13. TERMINATION

13.1 Termination: You agree that we may terminate your access to or use of the Website if we reasonably believe you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Service will immediately cease. You agree that Neuman Equine Insurance shall not be liable to you or any third party for any termination of your access to the Service or to any such information or files and shall not be required to make such information or files available to you after any such termination, except as otherwise provided under our Privacy Policy. We reserve the right to take steps that we believe are necessary or appropriate to enforce and/or verify compliance with these Terms. Neuman Equine Insurance reserves the right to stop offering and/or supporting the Service (or any portion thereof) at any time either permanently or temporarily. In such event, we will not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Service.

13.2 Survival: Unless prohibited by applicable law, the provisions of these Terms that should reasonably survive termination will remain in effect, including, without limitation, Sections 8 through 14.

13.3 Applicability to Privacy Policy: Notwithstanding anything herein to the contrary, and to avoid any doubt, you retain all applicable personal information rights set forth in more detail in our Privacy Policy, including, without limitation, your rights to have your personal information erased.

14. MISCELLANEOUS

14.1 Severability: In the event that any portion of these Terms is held to be invalid, the invalidity of such provision will not affect the validity of the remaining provisions of the Terms, which will remain in full force and effect.

14.2 No Modification: Except as specifically provided in a written agreement signed by an authorized representative of Neuman Equine Insurance, these Terms, including the Privacy Policy, constitute the entire agreement between Neuman Equine Insurance and you. No changes to these Terms shall be made except by a revised posting on this page or, in a writing signed by an executive officer of Neuman Equine Insurance. These Terms supersede all prior agreements, proposals and discussions between the parties, whether oral or written, other than a written agreement signed by both parties. These Terms do not constitute any partnership, joint venture, franchise or other relationship other than as expressly stated herein. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party content or third party software.

14.3 No Waiver: The failure of Neuman Equine Insurance to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

14.4 Limitations Period: Any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one year after such claim or cause of action arose or be forever barred unless a longer period is mandated by applicable statute and, in such a case, you are limited to the maximum period permitted by law.

14.5 Section Titles: The section titles in these Terms are for convenience only and have no legal or contractual effect.

14.6 Lawful Use: Neuman Equine Insurance makes no claims that the content of the Service may be lawfully viewed or downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access the Service from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

14.7 Third Party Websites: The Service may contain links to third party websites. These links are provided solely as a convenience and not as an endorsement of the contents on such third party websites. Neuman Equine Insurance is not responsible for the content of linked third party websites. Any charges or obligations you incur in your dealings with these third parties are your responsibility. Neuman Equine Insurance makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from our Service, and will not be liable for any claim relating to any third party content, goods and/or services. The linked sites are not under our control and may collect data or solicit personal information from you. We are not responsible for any actions or omissions by such sites, for their content, business practices or privacy policies, or for their collection, use or disclosure of any information. Further, the inclusion of any link does not imply endorsement by Neuman Equine Insurance of any linked sites. We shall have the right, at any time and at our sole discretion, to block links to the Service through technological or other means without prior notice. **YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES AND**

RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

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