

## **Legal Notices**

### **User Agreement - Terms and Conditions**

This notice sets forth the terms and conditions under which Risktransferinc.com ("RISK TRANSFER") provides information on this website, as well as the terms and conditions governing your use of this website. By making use of this website or being redirected here from another domain, you agree to be bound by the terms and conditions that appear hereunder. The terms and conditions are subject to updating at any time without notice. If at any time you do not accept the terms and conditions, do not access the website or any of its pages. Changes to the terms and conditions take effect when posted to the website. We may terminate, change, suspend or discontinue any aspect of the website, including the availability of any features of the website, at any time.

### **Submissions – Privacy**

All information that you submit via this website shall be deemed and remain the property of RISK TRANSFER. We shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this site provides to us through this website. We shall not be subject to any obligations regarding such information except as expressly indicated with respect to personally identifiable information in statement contained within the website addressing privacy or to the extent required by law. You further recognize that we do not want you to provide, and prohibit you from providing any information or material that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another person or entity. RISK TRANSFER does not sell or rent donor information under any circumstances, and we do not share information, though we may disclose personally identifiable information about you to third parties in limited circumstances, including: (1) with your consent; (2) when we have a good faith belief it is required by law, such as pursuant to a subpoena or other judicial or administrative order; (3) to enforce these terms and conditions; (4) protect the rights, property, or safety of RISK TRANSFER, its users and the public; or (5) respond to claims that any content violates the rights of third parties.

### **No Warranty - Disclaimer – Indemnity**

RISK TRANSFER specifically disclaims all warranties with respect to this website or your use thereof. All information on the website, including but not limited to graphics, text and links to other sites, is provided "as is" and "as available" and may be changed without prior notice. We do not warrant the content, quality, condition, accuracy, adequacy or completeness of this information. Other than as required by applicable consumer protection law or insurance law, if any, in no event will RISK TRANSFER be liable for errors or omissions in this information or for any losses or damages, direct, indirect, incidental, special or consequential

resulting from your use or misuse of, or reliance on, any such information. RISK TRANSFER assumes no duty of care and the information is provided without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from computer viruses or similar disabling devices. You alone are responsible for evaluating the accuracy, completeness or usefulness of any information, advice or other content available on this website. RISK TRANSFER expressly disclaims any liability, whether in contract, tort, strict liability or otherwise, for any direct, indirect, special, incidental or consequential damages, losses or expenses arising in connection with your use of or inability to use this website or any other website linked to this site, or in connection with any failure of performance, error, omission, interruption, virus, defect, or delay in operation or transmission, even if we are aware. Although we make good faith efforts to maintain a secure operating environment, we cannot guarantee complete security. By visiting RISK TRANSFER's website, you agree to indemnify and hold RISK TRANSFER, and its subsidiaries, community, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the site, your use of the website, your connection to the website, your violation of the terms and conditions, or your violation of any rights of another.

### **Intellectual Property – All Rights Reserved**

All of the information on this website, including all text, graphics, software applications, video and audio files and photos (collectively, "content"), and all rights in the pages and the screens displaying the pages are owned by RISK TRANSFER and its subsidiaries, community or affiliated entities or their licensors, protected by copyright under United States, Florida, and foreign laws. You may not modify, reproduce, copy, distribute, transmit, display, publish, sell, license, create derivative works of or use any aspect of the website or its content, including, but not limited to copy, graphics, photos, web design, and the like for commercial or public purposes or on any other website or in a networked computer environment or engage in any other redistribution or republication of the protected content herein. All rights are reserved, including common law or registered trademarks, service marks, trade names, logos, URLs, domain names, and icons appearing on this website, which are owned by RISK TRANSFER and its subsidiaries or affiliated entities and their licensors. Nothing on this website grants you any right or license to use any intellectual property including business methods or processes without the express written permission of Risk Transfer Holdings, Inc., 219 East Livingston Street, Orlando, Florida USA 32801. No material appearing on any RISK TRANSFER domain may be copied, distributed, posted, reproduced, republished, sold, transmitted, uploaded, or exploited in any means or for any use not approved of in writing by RISK TRANSFER at the address above. You agree not to copy, duplicate, reproduce, sell, resell or exploit for any commercial purposes, any portion of this website, its use or access to it.

## **Hypertext Links - Third Party Websites**

You may create a text link to the home page of our website only for legitimate business reasons on the condition that it is clear to the users that they are exiting your own website and entering a new website, you do not frame or in-line our website or its content, and you do not create a false association or endorsement or otherwise misrepresent your relationship with RISK TRANSFER. Likewise, as a convenience to you, RISK TRANSFER may provide links to third party websites, or permit third parties to link to this website. Because these other websites are not under our control, we cannot guarantee the quality, accuracy, timeliness or security of those websites. A link to or from another website does not necessarily imply an affiliation between RISK TRANSFER and the third party website owner or an endorsement of the third party site or any products or services that it describes. Your access to and use of any other websites linked to or from this website is at your own risk and we assume no obligation or liability in connection therewith. We may disable a link at any time and will remove any link from this website at the third party owner's request.

## **Products and Services – Disclaimer**

Please note that none of the information contained in this website should be viewed as an formal offer to sell or as a direct solicitation to purchase any of our products or services, nor should it be considered advice. Rather, the information on our products and services is provided to you so that you can learn what RISK TRANSFER and its related companies generally offer. We may make improvements and/or changes in the products, services and/or programs described on this site at any time without notice. Unless otherwise specified, products and services are available in the United States. Information on the website may include references to products or services not offered in your state or country or not available for purchase over the Internet in your state or country. Variations in state law may exist, and any statements that are general in nature are subject to change based on such variations. Availability of products or services may be dependent upon state regulations.

## **Use of Cookies – Notice**

When you visit our website, you may see that we use "cookies" in interacting with your web browser. A "cookie" is a piece of information that a website transfers to your computer hard drive for recordkeeping purposes. The cookie cannot be read by a website other than the one that set the cookie. We use cookies for a number of administrative purposes; for example, to store your preferences for certain kinds of information or to store a password so that you do not have to input it every time you visit our website. Most cookies last only through a single session, or website visit. None will contain information that will enable anyone to contact you via telephone, e-mail, or any other means. You may set up your computer's

Web browser software to inform you when cookies are set or to prevent cookies from being set.

### **International Users - Venue - Choice of Law**

This website is controlled and operated by RISK TRANSFER from offices within the Orange County, Florida, United States of America where you submit to the exclusive jurisdiction and venue of the courts. We make no representation that materials at this website are appropriate or available for use outside of the United States or that access to their content from all territories is legal. You may not use the website or export the website materials in violation of U.S. laws and regulations. If you access this website from locations outside of the United States, you are responsible for compliance with all local laws. These terms and conditions which you have agreed to by visiting this website must be governed by the laws of the United States and of the State of Florida, without giving effect to its conflict of laws provisions.

This agreement to which you consent constitutes the entire agreement between you and RISK TRANSFER and its affiliated companies with respect to your use of our website.