

Terms of Use

Effective November 9, 2017

This Terms of Use Agreement (this “Agreement”) constitutes a legally binding contract between Advisor’s Choice Insurance Brokerage Services LLC, a Delaware company (“Advisor’s Choice”, “LifeEase”, “we,” “us,” “our”) and you with respect to your use of the Advisor’s Choice website, Advisor’s Choice applications for mobile devices, and the Information and Services (each as defined below) (collectively, the “Applications”). It is important that you carefully read and understand the terms and conditions of this Agreement. By visiting or using the Applications, you agree to be bound by this Agreement. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS OR USE THE APPLICATIONS. Be advised that this Agreement contains disclaimers of warranties and limitations on liability that may be applicable to you.

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern how claims you and Advisor’s Choice have against each other are resolved (see Section 15 (Limitation of Liability), Section 20 (Dispute Resolution), and Section 21 (Choice of Law and Forum) below). It also contains an Agreement to Arbitrate (see Section 20(A)), which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt-out of the Agreement to Arbitrate in accordance with Section 20(D). Unless you opt-out: (A) you will only be permitted to pursue claims against Advisor’s Choice on an individual basis, not as part of any class or representative action or proceeding and (B) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. Changes to this Agreement

We reserve the right to, at any time, with or without cause:

- change the terms and conditions of this Agreement;
- change the Applications, including eliminating or discontinuing any Information or Services or other feature of the Applications; or
- deny or terminate your use of and/or access to the Applications.

Any changes we make will be effective immediately upon our making such changes available on the Applications or otherwise providing notice thereof. You agree that your continued use of the Applications after such changes constitutes your acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

2. Insurance Products

Eligible individuals may apply for insurance products through the Site. Insurance products are only available to people in those jurisdictions in which they may be legally sold. By applying for insurance products through the Site, you are agreeing to (i) designate us as your agent of record, (ii) authorize us to communicate such designation to any insurance carrier, your prior insurance producer, and any other person or entity we determine should be advised, and (iii) permit us to receive any compensation that any insurance carrier agrees to pay to us in connection with your purchase of insurance products. With respect to any insurance product, if any term or condition of these Terms differ from the terms and conditions of the policy, the policy’s provisions will control. With respect to the insurance products

offered through the Site, you may report any complaints to the insurance regulator in your state. Contact information for state insurance regulators in the United States may be found at www.naic.org.

3. Advisor's Choice Does Not Provide Medical Advice

The contents of the Applications are for informational purposes only. The contents of the Applications are believed to be accurate, but are not guaranteed to be so. The Applications are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

If you think you may have a medical emergency, call your doctor or 911 immediately. Advisor's Choice does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Applications. Reliance on any information provided by Advisor's Choice, the Applications, Applications' users, or other visitors to the Applications is solely at your own risk.

4. Permitted Use of Services and Information

The services made available on, by, or through the Applications, which include or may include, without limitation, Advisor's Choice registration, message boards or activities (collectively, the "Services"), as well as any information provided on, by, or through the Applications or as part of or in connection with the Services or otherwise, including but not limited to data, text, graphics, designs, logos, images, audio/visual materials, links, and references (collectively, the "Information"), are provided for personal use only. Without the written consent of Advisor's Choice, no Information or any other Advisor's Choice materials or property may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed, or commercially exploited in any way, except as expressly permitted herein.

Advisor's Choice permits you to view and print a reasonable number of copies of web pages located on the Applications for your personal use, but not for any for-profit or commercial purpose or for resale, provided that (a) you retain all trademark, copyright, and other proprietary notices contained in the original materials, (b) you provide attribution to Advisor's Choice, (c) the material is printed in its entirety without modification, reformatting, or adaptation of any kind, and (d) any such copies are subject to the terms and conditions of this Agreement. You understand and agree that you may not authorize any Information to be reproduced, modified, displayed, performed, transferred, distributed, or otherwise used by any third party, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction and/or other use of the Information. You agree to advise Advisor's Choice promptly of any such unauthorized use of which you are aware. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Advisor's Choice or others.

5. Registration

Access to certain functionalities of the Applications will require you to register with and/or provide certain information to Advisor's Choice. We reserve the right to decline to provide Services to any person for any or no reason. If and when you register with or provide information to Advisor's Choice, you agree to (a) provide accurate, current, and complete information about yourself as prompted

(including your e-mail address) and (b) maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You agree to keep your account registration information up to date at all times. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement and your use of the Applications, Services, and/or Information.

6. Postings and Other Submissions

As part of your use of the Applications, you may participate in certain posting activities, rating activities, online quizzes, member communications, and/or other public communications and forums. Your participation is voluntary. However, by choosing to post photos, content, or comments; send any messages; submit any quizzes, ideas, ratings, or feedback; or otherwise participate in any Advisor's Choice Application, you acknowledge and agree that, subject to the Advisor's Choice Privacy Policy, any postings, messages, text, photos, audio/visual works, information, suggestions, feedback, reviews, ratings, or content provided by you (collectively, "Content") may be viewed by the general public. Subject to the Advisor's Choice Privacy Policy, Content will not be treated as private, proprietary, or confidential, and you hereby authorize us and our affiliates, licensees, and sublicensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display, publicly perform, or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be worldwide, royalty-free, perpetual, and irrevocable. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.

Advisor's Choice welcomes and encourages your comments, ideas, and feedback, and you acknowledge and agree that we are free to use them without any restriction or compensation to you.

Advisor's Choice acknowledges and agrees that you, or your licensors as applicable, retain ownership of any and all copyrights in the Content, subject to the non-exclusive rights granted to Advisor's Choice in the paragraph above, and that no ownership of such copyrights is transferred to Advisor's Choice under these terms.

By posting or providing any Content on the Applications, you represent and warrant to Advisor's Choice that you own or have the right to use and permit us to use and license such Content in the manner stated in this Agreement.

You agree not to post or provide any Content that belongs to any person other than yourself, or that contains the name, voice, or likeness of any person other than yourself, or which is otherwise personally identifiable information of such person, unless you first obtain permission to do so, and to grant to us the rights granted in this agreement, from that person.

You further agree that we may use the posted or provided Content in any manner that we deem appropriate or necessary. We reserve the right to edit or abridge any Content for any reason, and to edit, refuse to post, or remove any Content submitted by you or others. We cannot and do not guarantee that we will post all Content submitted or that such content will not be offensive, defamatory, or objectionable. Although we reserve the right to remove without notice any Content for

any reason, we have no obligation to delete Content that you personally may find objectionable or offensive. We do not control in real time the Content posted via the Services and as such do not guarantee the accuracy, integrity, or quality of such Content. In addition to other disclaimers found in this Agreement, we do not endorse or make any warranties or representations with respect to the accuracy, completeness, or timeliness of any Content posted on the Applications.

7. Third-Party Links

The Applications may contain links to other websites for your convenience. We do not control the linked websites or the content provided through such websites, and we have not reviewed, in their entirety, such websites. Your use of linked websites is subject to the privacy practices and terms of use established by the specific linked website, and we disclaim all liability for such use. The fact that we offer such links does not indicate any approval or endorsement by us of any linked website or any material contained on any linked website, and we disclaim any such approval or endorsement.

8. Permissions

If your use of the Applications includes Advisor's Choice applications for mobile devices, you hereby consent to and grant us permission to access (but not store or transfer, unless separately authorized by you) photos on your mobile device (including metadata) in order to enable tagging (e.g., date, location) of your posted Content.

9. Advisor's Choice Communications

You agree that we may send you communications (via e-mail or through the Services) regarding your use of the Services and the Applications, and certain features or applications of the Services and the Applications you may be interested in. To the extent you have opted to receive communications, newsletters, or offers from us regarding third-party products and services, you hereby authorize Advisor's Choice to deliver such communications to you via e-mail or through the Services. You authorize that we may tailor the third-party products and services we offer you based on the content you submit to us.

10. Acceptable Use Policy

You agree not to use the Information, Services, or the Applications to take any action or actions or to post any Content that:

- are contrary to Advisor's Choice's public image, goodwill, or reputation;
- infringe on our or any third party's copyright, patent, trademark, trade-secret or other proprietary rights, or rights of publicity or privacy;
- express or imply that any of your statements, activities, or causes are endorsed by us, without our prior written consent in each instance;
- violate any applicable law, statute, ordinance, or regulation, or encourage any conduct that could constitute a criminal offense or give rise to civil liability;
- are libelous, defamatory, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory, pornographic, or obscene;
- transmit any trade-secret or other material, non-public information about any person, company, or entity without the authorization to do so;

- restrict or inhibit any other visitor from using the Applications, including, without limitation, by means of “hacking” or defacing any portion of the Applications;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Applications or Information;
- remove any copyright, trademark, or other proprietary rights notices contained in or on the Information, Applications, or Services;
- sublicense, sell, rent, lease, transfer, assign, or convey any rights under this Agreement to any third party, or otherwise commercially exploit or profit from the Information or content of the Applications, or any portion thereof, in any manner whatsoever, except as expressly permitted herein;
- interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of Advisor’s Choice or its licensors or suppliers;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine” the Applications, or in any way reproduce or circumvent the navigational structure or presentation of the Applications or its contents, authentication, and security measures;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any submission;
- execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine, or display any packets used to communicate between the Applications’ servers or any data not intended for you; and/or
- harvest or collect information about any Applications visitors or members without their express consent.

Improper use of the Information, Services, and Applications may result in termination of your access to and use of the Applications, and/or civil or criminal liabilities.

11. Ownership

The Applications are owned and operated by Advisor’s Choice and its licensors, and the Information and Services (and any intellectual property and other rights relating thereto) are and will remain the property of Advisor’s Choice and its licensors and suppliers. The Information and Services are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. Except as set forth in this Agreement, you may not copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, sub-license, sell, reverse engineer, decompile, or disassemble any part of the Applications or any Service or Information without our prior written permission. The Information, Applications, and Services may be used solely (a) to the extent permitted in this Agreement or (b) as expressly authorized in writing by Advisor’s Choice or, if so indicated in writing by Advisor’s Choice, its licensors or suppliers. Use of the Applications or any Services or Information for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Applications or any Services or Information.

The trademarks, logos, and service marks displayed on the Applications (collectively, the “Trademarks”) are the registered and unregistered trademarks of Advisor’s Choice, Advisor’s Choice licensors and suppliers, and/or others. Nothing contained in this Agreement or the Applications should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark(s) without

the express written permission of Advisor's Choice, Advisor's Choice's licensors or suppliers, or the third-party owner of any such Trademark, except as set forth in the following paragraph.

12. No Use by Children Under 13

You hereby affirm that you are over the age of 13, as the Applications are not intended for children under 13. If you are under 13 years of age, then you may not use the Applications. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

13. Claims of Copyright or Trademark Infringement

The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Advisor's Choice also reviews claims of trademark infringement. If you believe in good faith that materials hosted by Advisor's Choice infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work or trademark claimed to have been infringed (or, if multiple copyrighted works or trademarks located on the Applications are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Advisor's Choice to locate the material on the Applications; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Please be advised that Advisor's Choice will not respond to complaints that do not meet these requirements. If Advisor's Choice determines that the materials alleged to infringe your copyright or trademark rights do not require removal, Advisor's Choice will remove those materials only pursuant to a court order declaring the content or use of the materials unlawful.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information: (a) your name, address, and telephone number; (b) the source of the content that was removed; (c) a statement under penalty of perjury that you have a good-faith belief that the content was removed in error; (d) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located; or, if your address is outside of the United States, for any judicial district in which Advisor's Choice may be found, and that you will accept service of process from the person who provided the original complaint; and (e) a physical or electronic signature (for example, typing your full name).

Notices and counter-notices with respect to the Applications must meet the then-current statutory requirements imposed by the DMCA (see <http://www.loc.gov/copyright> for details) and should be sent

to the agent identified below. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Agent to Receive Notices of Claimed Infringement

DMCA Complaints

Advisor's Choice Insurance Brokerage Services LLC

250 N Westlake Blvd, Suite 240

Westlake Village, CA 91362

Phone: 1 (855) 437-1090

ben@myadvisorschoice.com

14. Term & Termination

This Agreement is effective from the date on which you first access the Applications or submit any information to Advisor's Choice and/or LifeEase.com, whichever is earlier, and shall remain effective until terminated in accordance with its terms. Advisor's Choice may immediately terminate this Agreement, and/or your access to and use of the Applications, or any portion thereof, at any time and for any reason, with or without cause, without prior notice. Advisor's Choice may also terminate this Agreement immediately if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either party, your right to use the Applications shall immediately cease, and you shall destroy all copies of information that you have obtained from the Applications, whether made under the terms of this Agreement or otherwise. Upon termination or expiration of this Agreement for any reason, Sections 1, 2, 5, 6, 7, 9, 10, 11 and 13–22 shall survive.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Applications, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Applications, or any part or portion thereof. Nothing in this Agreement shall be construed to obligate Advisor's Choice to maintain and support the Applications, or any part or portion thereof, during the term of this Agreement.

15. Disclaimers

THE APPLICATIONS, INCLUDING BUT NOT LIMITED TO THE INFORMATION AND SERVICES, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE INFORMATION AND APPLICATIONS ARE CURRENT AND/OR UP-TO-DATE ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

THERE IS NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT THE APPLICATIONS, OR YOUR USE OF THE APPLICATIONS, WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE, SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE APPLICATIONS, OR ANY

INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE APPLICATIONS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE APPLICATIONS, EITHER IN TERMS OF ITS COMPATIBILITY WITH HARDWARE OR OTHER SOFTWARE OR EQUIPMENT, AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE APPLICATIONS AND/OR SERVICES AND INFORMATION, AND YOUR RELIANCE THEREON.

ADVISOR'S CHOICE MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE WITH RESPECT TO PRODUCTS AND SERVICES OFFERED BY THIRD PARTIES ON THE APPLICATIONS, AND ADVISOR'S CHOICE SPECIFICALLY DISCLAIMS ANY WARRANTY, REPRESENTATION, OR GUARANTEE WITH RESPECT TO THE QUALITY, SAFETY, LEGALITY, OR OTHER CHARACTERISTICS OF SUCH PRODUCTS AND SERVICES, OR WITH RESPECT TO THE CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH SUCH OFFERS OR SALES.

16. Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER ADVISOR'S CHOICE NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE APPLICATIONS, INFORMATION, SERVICES, AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THE APPLICATIONS, THE INFORMATION, SERVICES, OR ANY LINKED WEBSITE IS TO STOP USING THE APPLICATIONS, SERVICES, OR LINKED WEBSITE, AS APPLICABLE. NEITHER ADVISOR'S CHOICE NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES WILL HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, EXPENSES, OR OTHER LIABILITY INCURRED BY YOU AS A RESULT OF (1) ANY INACCURACY, INCOMPLETENESS, OR MISREPRESENTATION OF ANY INFORMATION, CONTENT, POSTINGS, OR SUBMISSIONS PROVIDED OR POSTED ON THE APPLICATIONS BY THIRD PARTIES OR (2) YOUR PURCHASE OF ANY THIRD-PARTY PRODUCTS OR SERVICES THROUGH THE APPLICATIONS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

17. Indemnification

You agree to fully indemnify, defend, and hold Advisor's Choice, our licensors, suppliers, agents, successors, and assigns, and our and their directors, officers, employees, consultants, and other representatives ("Advisor's Choice Parties") harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your breach of this Agreement, including but not limited to the Acceptable Use Policy; (b) any allegation that any materials you submit to us or transmit to the Applications infringe or otherwise violate the copyright, patent, trademark, trade-secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Applications or other websites to which the Applications are linked; and/or (d) your negligence or willful misconduct.

18. Release

If you have a dispute with one or more other users of the Applications, you agree to release the Advisor's Choice Parties from any and all claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. In entering into this release, you expressly waive any protections (whether statutory or otherwise), including California Civil Code Section 1542, that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

19. Jurisdictional Issues

Advisor's Choice makes no representation that the Applications operate (or are legally permitted to operate) in all geographic areas, or that the Information, Applications, or Services are appropriate or available for use in other locations. Accessing the Applications from territories where the Applications or any content or functionality of the Applications or portion thereof are illegal is expressly prohibited. If you choose to access the Applications, you agree and acknowledge that you do so on your own initiative and at your own risk, and that you are solely responsible for compliance with all applicable laws. The Applications are operated from the United States. Advisor's Choice may transfer, process, or store your information with trusted affiliates, subsidiaries or contractors outside the U.S. in order to provide you with responsive, secure and accurate services. Your agreement to the terms of this Agreement followed by your submission of information in connection with the Applications represents your agreement to this practice. If you do not want your information transferred to or processed or stored in the United States, you should not use the Applications. Use of the Applications by users outside of the United States is at your own risk.

20. Notice for California Users

Under California Civil Code Section 1789.3, California Applications users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

21. Dispute Resolution

- A. Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to this Agreement and your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules and of its supplementary procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Advisor's Choice will pay the additional cost.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

- B. **Class-Action Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- C. **Exception—Litigation of Small-Claims-Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- D. **Thirty-Day Right to Opt Out.** You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: Advisor's Choice Insurance Brokerage Services, LLC 250 N Westlake Blvd, Suite 240, Westlake Village, CA 91362. The notice must be sent within 30 days of registering to use the Applications; otherwise, you shall be bound to arbitrate disputes in accordance with this Agreement. If you opt out of these arbitration provisions, Advisor's Choice also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, Advisor's Choice may terminate your use of the Service.

22. Choice of Law and Forum

The laws of the State of California apply to this Agreement and to your relationship with the Advisor's Choice Parties, without regard to conflict of laws principles, and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Ventura County, California. You consent to the exclusive jurisdiction of the federal or state courts located in Ventura County, California.

23. Miscellaneous

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to such subject matter. This Agreement may not be changed, waived, or modified except by Advisor's Choice as provided herein or otherwise by written instrument signed by Advisor's Choice. Employees of Advisor's Choice are not authorized to modify the terms of this Agreement, either orally or in writing. If any employee of Advisor's Choice offers to modify this Agreement, he or she is not acting as an agent for Advisor's Choice or speaking on Advisor's Choice's behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of Advisor's Choice or anyone else purporting to act on Advisor's Choice's behalf. This Agreement is between you and Advisor's Choice; there are no third-party beneficiaries. No agency,

partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegatable, or sublicensable by you except with Advisor's Choice's prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. Advisor's Choice may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Except as explicitly stated otherwise, legal notices shall be served on Advisor's Choice's national registered agent (in the case of Advisor's Choice) or to the e-mail address you have designated on your account (in your case). Notice to you shall be deemed given 24 hours after the e-mail is sent. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

The LifeEase.com website is Operated By

Advisor's Choice Insurance Brokerage Services LLC