

CLIENT TERMS AND CONDITIONS OF USE

You are visiting a website owned by Fairway, LLC. By visiting this site (the “Site”), you are entering into a legal agreement to abide by the terms of use you see here, and you are agreeing that you have read and fully understand this Terms and Conditions of Use Agreement (“Agreement”). This Agreement also applies to your use of any goods, products, facilities or services offered through the Site (collectively “Services”), regardless of how they are accessed. By accessing, browsing, or using the Site, you acknowledge that you understand, accept and agree to be bound by this Agreement. You agree that, to the fullest extent required by the law of any state, you have been provided with, have received, and are agreeing to all disclosure and consent requirements. Certain Services may include additional terms; by agreeing to proceed with any such Services you acknowledge that you have read, understand, and agree to be bound by any additional terms displayed or referenced that apply to that Service.

For purposes of this Agreement:

- “Client(s),” “you” or “your” means the person(s) using the Site and/or the Services, and any person(s) for whom such person(s) are acting as an agent with respect to the Site and/or the Services.
- “Fairway,” “us,” or “we” means Fairway, LLC.
- “Information Form” refers to your request or application to be matched with providers of any of the products and Services that you may be connected to through the Site.
- “Provider(s)” includes, but may not be limited to, insurers, service providers, agents, brokers and other entities offering products and services through the Site or otherwise partnered with Fairway to facilitate and allow delivery of the products and services you may request.

Fairway reserves the right, at its sole discretion, to change or modify the Site or this Agreement (or any portion thereof) at any time. Such changes and modifications become effective immediately upon posting on the Site. You agree to review this Agreement for any such changes upon your use of the Site and that your continued use of the Site or Services constitutes your acceptance of such changes and modifications. The Site is intended for individuals who are at least 18 years of age and are accessing the internet from a physical location within the United States of America. By using or accessing the Site, you acknowledge that you are 18 years of age or older and are accessing the internet from a physical location within the United States of America.

1. Terms Relating to Insurance.

Fairway is not a licensed insurance agency or broker and does not provide insurance quotes in accordance with the Michigan Insurance Code or similar state statutes. The information Fairway provides is not intended to take the place of professional advice from a licensed insurance agent nor does Fairway provide any evaluation of the Providers or their policies. Fairway recommends that all consumers consult with a licensed insurance agent before purchasing any insurance policy. Fairway does not sell any insurance or bind coverage on its Site; instead, Fairway provides a service to connect Clients who have visited Fairway's Site and applied to receive insurance or other authorized quotations with one or more Providers matching the criteria or needs that Client may communicate to Fairway.

Fairway may, through its Site, and with your authorization, collect certain information through an Information Form and sell information contained in that Information Form to a Provider. As a result, the quality, safety or legality of the Services offered by any Provider for sale, the truth or accuracy of the representations regarding such Services, the ability of Providers to offer or sell such Services, or the ability of Clients to pay for the Services offered are solely the responsibility of each user. Fairway is an independent contractor for all purposes, and Fairway is not responsible in any way for the conduct of any Client or Provider. While Fairway will attempt to connect you with the right Provider for your specific situation, Fairway does not explicitly endorse or recommend any Providers nor any companies or insurance policies. Fairway does not provide insurance, tax, legal or any other financial advice. Fairway does not guarantee that any of the Providers to whom it forwards any Client's Information Form will contact such Client or agree to provide the Client with the desired coverage, or any coverage. If you are a Client and you would like personal advice or specific policy recommendations, please consult with an insurance agent, broker, or other qualified professional.

2. Disclaimers and Limitation of Liability.

THE SITE, CONTENT AND SERVICES ARE PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. FAIRWEY DOES NOT WARRANT THAT THE SITE, CONTENT OR SERVICES WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. FAIRWEY DOES NOT WARRANT THAT THE SITE, CONTENT OR SERVICES WILL PROVIDE SPECIFIC RESULTS. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- UNDER NO CIRCUMSTANCES WILL FAIRWEY BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR RELIANCE ON OR USE OF THE SITE, CONTENT, SERVICES OR OTHER ITEMS LOCATED ON THE SITE.
- FAIRWEY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES ON THE SITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY US. ALL SUCH INFORMATION, PRODUCTS AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.
- REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL FAIRWEY BE LIABLE OR RESPONSIBLE TO YOU IN CONNECTION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF FAIRWEY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, BUSINESS INTERRUPTIONS AND/OR BENEFIT OF THE BARGAIN DAMAGES; AND/OR (C) DIRECT DAMAGES IN AN AMOUNT GREATER THAN FIVE THOUSAND DOLLARS (\$5,000 USD). ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST FAIRWEY.
- FAIRWEY IS HEREBY RELEASED FROM ANY CLAIMS OR DISPUTES BETWEEN YOU AND ANY PROVIDER.

3. Indemnity.

You agree to indemnify, defend and hold harmless Fairwey and its officers, directors, shareholders, predecessors, successors-in-interest, licensors, employees, agents, subsidiaries and affiliates (collectively, the “Fairwey Parties”), from and against any and all claims, losses, liabilities, expenses (including attorneys’ fees and costs) and damages arising out of or relating to your use of the Site or Services, your violation of any third-party right or law, or your violation or alleged violation of this Agreement. You must not settle any such claim or matter without the prior written consent of Fairwey. The Fairwey Parties reserve the right, at their own expense, to assume the exclusive defense and

control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

4. Links to Third Party Websites.

The Site may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. Fairway does not operate or control in any respect any information, software, products or services available on non-affiliated third-party websites. Fairway's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. Your use of any such third-party websites may be subject to other terms and conditions imposed by the third parties maintaining those websites. When you leave the Site, you agree that Fairway is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third-party technologies or programs available through that website.

5. Errors and Delays.

You agree that Fairway is not responsible for any errors or delays in responding to an Information Form caused by, including but not limited to, an incorrect email address or other information provided by you or other technical problems beyond our reasonable control.

6. Dispute Resolution, Governing Law, Waivers and Limitations.

This Agreement will be governed exclusively by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between you and Fairway related, in any way, to the Site and/or this Agreement, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the U.S. District Court for the Eastern District of Michigan, Southern Division, and/or the Circuit Court of the County of Washtenaw, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

7. Entire Agreement. This Agreement (including all referenced or incorporated policies, agreements and other provisions) constitutes the entire agreement between you and Fairway and supersedes all prior or contemporaneous oral or written agreements or other communications between the parties with respect to the subject matter hereof. If a conflict arises between the language of this Agreement and the language of any terms incorporated by reference, the latter incorporated terms shall control.

8. Severability. You acknowledge and agree that, in entering into this Agreement, you are not relying on any representation, warranty, statement or promise, express or implied, not explicitly set forth in this Agreement, and you hereby waive any claimed reliance on same. If any provision of this Agreement shall be found to be invalid or unenforceable, you agree such provision shall, to the maximum extent feasible, be modified by to render it enforceable with respect to the dispute at issue and to reflect to the maximum extent possible the intent of the existing language of the provision when considered in the context of this Agreement as a whole, that such modified provision shall be enforced with respect to the underlying claims in the dispute at issue, and that such a finding of invalidity or unenforceability shall not affect the validity or enforceability of this Agreement as a whole or of any other provision of this Agreement.

9. Consent to Contact. By submitting any Information Form containing your electronic signature through any of the Site, and separately for each such request you submit, you are indicating that you desire to be contacted by Providers, and you are providing express written consent that Fairway, a third party on Fairway's behalf, and/or the Providers with whom you are matched, may deliver calls or text messages to you, including for marketing purposes, using an automatic telephone dialing system or an artificial or prerecorded voice to the phone number you have provided, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call. You understand that you are providing this consent to receive such telephone calls even if your telephone number is currently listed on any federal, state, local, internal, or corporate Do-Not-Call ("DNC") Lists. You understand that you are not required to consent to receive these communications as a condition of using Fairway's services.

You consent to receive email from Fairway and its Providers at the email address you provided or at other addresses that may be associated with you that we receive from Providers or other parties. You hereby consent to any such email, so it will not be considered spam or unauthorized by any local, state or federal law or regulation. You agree that the consents described herein shall remain valid and in effect until you revoke them by opting out as described below.

10. Opt-Out Right. You may opt out of receiving calls from Fairway at any time by engaging in any of the following reasonable means: (1) emailing to expressly state in writing that you no longer wish to be contacted by Fairway and are revoking your consent to be contacted; (2) notifying a Fairway customer service representative that you no longer wish to be contacted by Fairway and are revoking

your consent to be contacted; or (3) responding to any SMS, mobile, or text message you receive from Fairway in accordance with the express written instructions of that particular messaging program. You agree to notify any particular Provider directly if you no longer want to receive communications from them. You further agree that Fairway is not responsible for a Provider's failure to follow your or our instructions to stop contacting you.

11. Information Submitted. For any Service, by saving your information with Fairway or submitting an Information Form, you represent that all the information you have provided is true, accurate, current and complete. You agree and acknowledge that the accuracy of such information will impact the accuracy and availability of the products and Services offered to you. You further acknowledge that you alone will use your account to access the Services. You must not sell, transform or assign your account to anyone else. You agree to keep your login information confidential, to employ reasonable and appropriate safeguards to prevent unauthorized access to your account, and to not share your account credentials with any third party or allow anyone else to log into our Services with your account information. You are responsible for all activities that occur under your member account. If you believe that your account is no longer secure, you agree to notify us immediately.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission (collectively, a "Submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that Submission and that you are submitting an inquiry for a Service through Fairway to each of the Providers to whom your Information Form is transmitted. By making a Submission, creating an account or otherwise registering for Services through Fairway and its Sites, you understand and agree that you have established a business relationship between you and Fairway. Accordingly, Fairway may send your information to certain Providers, affiliates and third parties and you agree that such Providers, Fairway, its affiliates and persons calling on Fairway's behalf may contact you using information you provided with information and offers of services available through Fairway and the Site. Fairway and/or such Providers may obtain additional background information about you in order to provide you with a quote; including, but not limited to, with your prior written consent, credit reports and driving history. You also give Fairway permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information regarding your submission, including incomplete Information Forms, the identification of matched Providers, deadlines, quality of services or other matters in connection with your Information Form.

12. Personally Identifiable Information. Pursuant to the contracts between Fairway and its Providers, if you select a Provider through a Fairway Site, Fairway may also receive Personally Identifiable Information (“PII”) about you from that Provider including, but not limited to, the disposition of your request. Information specific to your Provider’s use of your information will be found in your Provider’s Privacy Policy. You are providing express written consent for Fairway and any selected Providers to share and maintain this PII to assist with litigation, regulatory request(s), law enforcement requests, internal analytics, marketing purposes, and any other legally permissible purpose.¹

13. Authorized Jurisdiction. Services offered by Providers may only be made to residents of states where Providers are authorized to provide such services or products. A Provider’s participation in and offering of its products on the Site does not constitute an offer by any Provider or by Fairway to provide Services outside of their authorized jurisdictions, and to the extent you seek or receive information from a Provider regarding any Service which would be outside of the Providers’ authorized jurisdiction, that information is for informational purposes only. Providers shall have the right to discontinue, suspend or terminate the offering of any service or product in any specific state through the Site at any time, without prior notice.

14. Pricing and Approval Standards. Fairway does not guarantee acceptance into any particular program or specific terms or conditions with any Provider; approval standards are established and maintained solely by individual Providers. Likewise, Fairway does not guarantee that the rates offered by Providers include the lowest rates available in the market or the rate that the Providers will ultimately charge. A Provider’s conditional offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Providers may be higher or lower depending on the information provided in your Information Form. Providers may not offer all products as well as not offer products in all states. You might not be matched with the Provider making any specific offer. If you agree to terms with any Provider through the Site, you will be responsible for paying for any costs associated with that product.

15. Compensation. Fairway is paid a marketing lead generation fee by Providers for the Services provided. Your use of the Site and/or the Services constitutes your agreement with this compensation arrangement.

¹ Note to Justin: To discuss.