

TOKIO MARINE HCC - SPECIALTY GROUP BIG DAY UMBRELLA ONLINE QUOTE AND POLICY ISSUANCE WEBSITE ("WEBSITE")

WEBSITE TERMS OF USE

PLEASE NOTE: Your access to and use of the TOKIO MARINE HCC SPECIALTY GROUP (WE, OUR, US) BIG DAY UMBRELLA online quote and policy issuance Website ("Website") are subject to the following Terms of Use, as well as all applicable laws and regulations. Please read these terms carefully. If you do not accept and agree to be bound by these terms or conditions you are not authorized to access or otherwise use this Website or any information, content, services or software contained on this Website.

Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms and conditions set forth below. These Terms of Use may be changed, modified, supplemented or updated by US from time to time without advance notice. Unless otherwise indicated, any new products and services, content and software added to this Website will also be subject to these Terms of Use effective upon the date of any such addition. You are encouraged to review the Website periodically for updates and changes in the Terms of Use.

WE are authorized to make available insurance coverages offered on this website on behalf of certain insurers. By providing material on the Website, WE do not in any way promise that the materials will remain available to you or that you will qualify for the products we are authorized to offer. WE are entitled to terminate all or part of any of its Website at any time, without notice to you.

E-MAIL AND PASSWORD SECURITY

When you select a password and sign-up in order to access OUR online policyholder services, you agree to the following conditions:

- WE are authorized to act on instructions received under your password without any requirement to question those instructions;
- WE are not liable for any unauthorized access to your personal information that is not directly due to OUR negligence
- Your password contains sensitive information and you will keep it confidential and secret;
- You will notify US immediately if you believe anyone else has learned your password or if you believe an unauthorized access to the Website or your personal information has occurred or may occur;
- You will logout from your account at the end of each session;
- WE may deny access or block any transaction made under your password without prior notice if we believe your password is being used by someone other than you, or if any unauthorized access to your personal information has occurred or may occur, or for any other reason.

It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify US when you desire to cancel your account on the Website. WE will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

JURISDICTION

Unless otherwise specified, the materials on our site are presented to provide information about US, and the insurance products WE are able to make available under authorization from certain insurers. Massachusetts law shall govern and control any action concerning this site. We do not in any way imply that the materials on the site or the products WE discuss are available for use outside the United States or in jurisdictions in which we are not licensed to do business, or that we are soliciting business in any such jurisdiction.

Unless otherwise expressly set forth herein, WE make no representation that materials on this

website are appropriate or available for use in any location. Those who choose to access this website do so on their own initiative and are responsible for compliance with local laws.

PURCHASING INSURANCE POLICIES WHICH WE HAVE AUTHORITY TO MAKE AVAILABLE ON BEHALF OF CERTAIN INSURERS

- (1) Where the Website enables you to purchase insurance products or services online:
 - (a) You may purchase an insurance policy by electronically communicating your acceptance via the Website to US;
 - (b) WE may act on and process all completed Electronic Instructions transmitted or issued through the Website without further consent from or reference to you; and
 - (c) WE may treat an Electronic Instruction as authentic and are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions.

- (2) Creating a binding insurance contract with an insurer via the Website is a two step process:
 - (a) The first step is to create a quote for the insurance product you are interested in and have selected. Upon completion by you of all required information, the Website will provide you with a quote. This quote will remain valid and accessible on the Website for up to 30 days; and
 - (b) If you wish to take out insurance in accordance with a quote via the Website; then, upon completion by you of all required information, step two enables you to accept that quote and create a binding insurance agreement with a corresponding policy number assigned by the insurer issuing the policy.

- (3) When entering into a contract via the Website, you will be considered to have communicated your acceptance to an offer of insurance from US and coverage will be effectuated when all of the following have occurred:
 - (a) the Electronic Instruction containing the acceptance from you is recorded in OUR main database;
 - (b) a record is created and stored in OUR database;
 - (c) a policy number is generated by the insurer issuing the policy; and
 - (d) premium due has been received from you by US through payment successfully recorded against your current and valid credit card

Once the policy is issued, please download and review the policy, and contact US immediately with any questions and maintain a copy for your records

(4) WE will not issue a paper confirmation of the insurance policy. The existence of a binding contract is not conditional on OUR issuing, or you receiving, a paper confirmation of the transaction.

USER SUBMISSIONS

In the course of your use of the Website, you may be asked to provide, or you may provide on your own inclination, information, or materials to US (such information and/or materials referred to hereinafter as "User Submissions"). User Submissions include information you submit to US via your application to receive quotations ("Application Data"). OUR information collection and use policies, with respect to the privacy of personal information, are set forth in the Privacy Policy link to this site which is incorporated herein by reference for all purposes. Please read the Privacy Policy before submitting any User Submissions. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Submissions. WE cannot be responsible for maintaining any User Submissions that you provide to US, and WE may delete or destroy any such User Submissions at any time.

INFORMATION SUBMITTED BY YOU

You warrant and represent that any information you enter on this Website is true and correct, and

that you have exercised your best efforts in verifying the accuracy of the information. You acknowledge that the information entered into any on-line application is material to any decision to issue a policy, and that any decision to issue a policy would be made in reliance upon the sufficiency and accuracy of the information entered into the application.

ELECTRONIC COMMUNICATIONS

When you visit this Website or send e-mails to US, you are communicating with US electronically. Accordingly, you consent to receive communications from US electronically. WE will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

SURPLUS LINES PRODUCTS

Certain products described in this Website may be underwritten by surplus lines insurers. Any such products will be clearly designated as such, and will be sold on a surplus lines basis only. This requires that they are available only through properly licensed excess and surplus lines brokers and in accordance with applicable surplus lines laws which may limit their availability in certain states.

LIMITATION OF LIABILITY

While WE use reasonable efforts to include accurate and up-to-date information on this website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, WE make no warranties or representations as to the accuracy of the content of this website and under no circumstances, including, but not limited to, negligence, shall WE or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website, even if WE or OUR authorized representative has been advised of the possibility of such damages.

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No insurance product or other product or service is offered or will be sold by US, or, if sold by US will be effective, in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

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ACCESSIBILITY OF SERVICES

TotalEventInsurance.com is an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, color, age, sex, religion, disability or national origin. Consistent with the American Disabilities Act, applicants may request accommodations needed to participate in the application process.

FORWARD LOOKING STATEMENTS

The information contained on this Website contains certain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, which are intended to be covered by the safe harbors created by those laws. These forward-looking statements include information about possible or assumed future results of our operations. All statements, other than statements of historical facts, included or incorporated by reference on this Website that address activities, events or developments that we expect or anticipate may occur in the future, including such things as future capital expenditures, business strategies, competitive strengths, goals, growth of our businesses and operations, plans and references to future successes may be considered forward-looking statements. Also, when we use words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "probably" or similar expressions, we are making forward-looking statements.

Many risks and uncertainties may impact the matters addressed in these forward-looking statements. Many possible events or factors could affect our future financial results and performance. These could cause our results or performance to differ materially from those we express in our forward-looking statements. Although we believe that the assumptions underlying our forward-looking statements are reasonable, any of these assumptions, and therefore also the forward-looking statements based on these assumptions, could themselves prove to be inaccurate. In light of the significant uncertainties inherent in the forward-looking statements included on this Website, our inclusion of this information is not a representation by us or any other person that our objectives and plans will be achieved.

Our forward-looking statements speak only as of the date made, and we will not update these forward-looking statements unless the securities laws require us to do so. In light of these risks, uncertainties and assumptions, the forward-looking events discussed on this Website may not occur.

DISCLAIMER OF ENDORSEMENT

All links and frames of this Website to third party sites are provided as a convenience only. WE do not control or endorse the information and content contained on any such sites, or their sponsors.

WE are under no obligation to maintain any link on this Website and may remove any such link at any time at its sole discretion for any reason whatsoever.