



## HIPPO TERMS OF USE

Welcome to the website operated by Hippo Insurance Services (“**Hippo**,” “**we**,” “**us**,” or “**our**”). This Website (the “**Hippo Website**” or the “**Website**”) provides general information about Hippo and its products and services.

All uses of the Hippo Website are subject to the following terms and conditions of use (these “Terms of Use”).

Please read these Terms of Use carefully before accessing or using any part of this Website. By accessing or using this Website, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the Hippo Privacy Statement, which is hereby incorporated into these Terms of Use. If you do not wish to agree to these Terms of Use, do not access or use any part of this Website.

Hippo may revise and update these Terms of Use at any time by posting the amended terms to this Website. Your continued use of the Hippo Website means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with this Website, your sole and exclusive remedy is to discontinue using this Website. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the “Terms of Use” hyperlink.

### USE OF THE WEBSITE

You agree to use the Hippo Website only for lawful purposes:

- A. Specifically you agree not to do any of the following: (1) upload to or transmit on the Hippo Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2) use the Hippo Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept electronic mail not intended for you; (4) misrepresent an affiliation with any person or organization; (5) upload to or transmit on the Hippo Website any advertisements or solicitations of business; (6) restrict or inhibit use of the Hippo Website by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Hippo Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Hippo Website); (10) post “spam,” transmit chain letters or engage in other similar activities; or (11) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Hippo Website, or which, as determined by Hippo, may harm Hippo or users of the Hippo Website or expose them to liability.
- B. Any content and/or opinions uploaded, expressed or submitted to a message board, blog, chatroom or any other publicly available section of the Hippo Website (including password-protected areas), and all articles and responses to questions, other than the content provided by Hippo, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of Hippo. You understand and acknowledge that you are responsible for whatever content you submit, and you, not Hippo, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of



the Hippo Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the Hippo Website. You grant to Hippo the right to use all content you upload or otherwise transmit to the Hippo Website in any manner Hippo chooses, including, but not limited to, copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.

- C. Hippo reserves the right, but does not assume any responsibility, to (1) remove any material posted on the Hippo Website which Hippo, in its sole discretion, deems inconsistent with the foregoing commitments, including any material Hippo has been notified, or has reason to believe, constitutes a copyright infringement; and (2) terminate any user's access to all or part of the Hippo Website. However, Hippo can neither review all material before it is posted on the Hippo Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, Hippo assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. Hippo reserves the right to take any action it deems necessary to protect the personal safety of users of this Website and the public; however, Hippo has no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.
  
- A. Your failure to comply with the provisions of (A) or (B) above may result in the termination of your access to the Hippo Website and may expose you to civil and/or criminal liability.

## **COPYRIGHT RESTRICTIONS/USE OF CONTENT**

The entire contents of this Website (including all information, software, text, displays, images and audio) and the design, selection and arrangement thereof, are proprietary to Hippo or its licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. You are authorized only to use the content on the Hippo Website for personal use or legitimate business purposes related to your role as a current or prospective customer, supplier or distributor of Hippo. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on this Website without the prior written consent of Hippo, except to: (a) store copies of such materials temporarily in RAM, (b) store files that are automatically cached by your web browser for display enhancement purposes, and (c) print a reasonable number of pages of the Hippo Website; provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials. Neither the title nor any intellectual property rights to any information or material in this Website are transferred to you, but remain with Hippo or the applicable owner of such content. Except as expressly authorized by Hippo in writing, you may not reproduce, sell or exploit for any commercial purposes (i) any part of this Website, (ii) access to this Website, or (iii) use of this Website or of any services or materials available through this Website.

## **TRADEMARKS**

The term "Hippo Insurance" is a trademark and the Hippo logo and all related product and service names, designs and slogans on our Website are trademarks of Hippo or its affiliates. You may not use such marks without Hippo's prior written permission. All other names, brands and marks not owned by Hippo are used for identification purposes only and may be trademarks or registered trademarks of their respective owners.

## **DEALINGS WITH THIRD-PARTY MERCHANTS**

If you choose to correspond, participate in a promotion including the use of Internet of Things ("IOT") devices, or engage in transactions with any merchant found on or through this Website, you acknowledge and agree that Hippo is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant. You agree that Hippo will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on this Website.



## LIABILITY OF HIPPO AND ITS LICENSORS

Hippo does not assume any liability for the materials, information and opinions provided on, or available through, the Hippo Website (the **“Site Content”**). The Site Content is not and should not be construed as insurance advice. Reliance on the Site Content is solely at your own risk and Hippo disclaims any liability for injury or damages resulting from the use of any Site Content. Any insurance purchasing conclusions and decisions such as coverage amounts, limits and deductibles are completely and solely the responsibility of the insured. At the time of a claim, coverage will be determined in accordance with the terms and conditions of the applicable insurance policy and not the Site Content. Accordingly, you are encouraged to view/download a specimen of your actual policy documentation prior to making any purchase decision.

THE HIPPO WEBSITE, THE SITE CONTENT AND THE PRODUCTS AND SERVICES PROVIDED ON OR AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. NEITHER HIPPO NOR ANY PERSON ASSOCIATED WITH HIPPO MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY OR AVAILABILITY OF THE HIPPO WEBSITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER HIPPO NOR ANYONE ASSOCIATED WITH HIPPO WARRANTS OR REPRESENTS THAT THE HIPPO WEBSITE, THE SITE CONTENT OR THE SERVICES PROVIDED ON OR THROUGH THIS WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE HIPPO WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE HIPPO WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. HIPPO DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT WILL HIPPO OR ITS LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE HIPPO WEBSITE, THE SITE CONTENT, ANY SERVICES PROVIDED ON OR THROUGH THIS WEBSITE OR ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE HIPPO WEBSITE OR THE SITE CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY HIPPO AND WHETHER OR NOT HIPPO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES

## SUBMISSION AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

Hippo’s use of your personal information and our responsibilities in connection with protecting your privacy are described in our Privacy Statement (available on [www.plus.hippo.com](http://www.plus.hippo.com)), which is hereby incorporated by reference into these Terms of Use.

You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Hippo reserves the right to release your details to system administrators at other web sites in order to assist them in resolving security incidents. Hippo reserves the right to investigate suspected violations of these Terms of Use.

Hippo reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Hippo to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS HIPPO AND THE INDEMNIFIED PARTIES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HIPPO DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER HIPPO OR LAW ENFORCEMENT AUTHORITIES.

## COMMENTS AND SUBMISSIONS

Hippo welcomes your comments. All comments, suggestions or other information sent by you to this Website will become



Hippo's property, and you agree that all intellectual property rights therein are transferred to Hippo. You understand that any postings to publicly available portions of the Hippo Website are non-confidential for all purposes.

## **LINKS TO OTHER SITES**

The Hippo Website may contain links to other web sites on the Internet. Hippo is not responsible for and does not endorse the content, products or services of any third-party Websites, including, without limitation, sites framed within the Hippo Website or third-party advertisements, and Hippo does not make any representations regarding their quality, content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such web sites.

## **U.S. GOVERNMENT USERS**

Use, duplication, or disclosure by the United States Government is subject to the restrictions set forth in DFARS 252.227-7013(c)(1)(ii) and FAR 52.227-19 and any other successor regulations that may be applicable.

## **COMPLIANCE**

The owner of this Website is licensed as an insurance producer in the states where Hippo offers its products and services. The products and services on this Website have been approved for use by the applicable departments of insurance and may not currently be available in all states. Hippo makes no representation that the products and services on this Website are appropriate or available for use outside of the states where Hippo is currently selling insurance. If you access this Website from other locations, you hereby acknowledge and agree that you are viewing the products and services on this Website for general informational purposes only.

## **INSURANCE QUOTES AND COVERAGES**

All quotes generated in this Website are based on information you provided on this Website, as well as, in some cases, information we obtain from third parties. Quotes do not constitute a contract or an invitation to contract, or a binder or agreement to extend, continue or renew insurance coverage. The coverage descriptions provided in this Website are general descriptions of potentially available insurance coverage products and services and are not a statement of contract or an invitation to contract. To obtain insurance coverage you must complete all of the steps in this Website through the final application through this Website, a mobile app or otherwise. Applications are subject to underwriting review and approval.

## **CLAIMS SUBMISSIONS**

If you file a claim under your policy, the information you submit and the loss are subject to review and verification. We reserve the right to request additional information before making a final decision on your claim. In some cases, a claim representative may contact you regarding your claim. Your claim is of course subject to the provisions in your policy.

## **AGREEMENT TO CONDUCT ELECTRONIC TRANSACTIONS**

We are required by law to provide certain disclosures to you before you enter into a transaction electronically via the Website or by phone. In addition, we need your consent to enter into such transactions before we can deliver, or authorize the delivery of, certain documents to you electronically. If you enter into a transaction with us via the Website or by phone, you acknowledge that you have read our Agreement to Conduct Electronic Transactions (available on [www.plus.hippo.com](http://www.plus.hippo.com)) and agree to the terms and conditions set forth therein.



## GOVERNING LAW

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of California, USA, without regard to the State of California's conflicts of law principles. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the Hippo Website shall be in the state or federal courts located in or near Mountain View, California. You agree to submit to the jurisdiction of such courts.

Signed Electronically: <insured name>

Date: <date>