

# Terms and Conditions of Service

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12. **Representations and Warranties.** You represent, warrant and covenant that you: (i) have the power and authority to enter into this agreement; (ii) are at least eighteen (18) years old; (iii) shall not use any rights granted hereunder for any unlawful purpose; and (iv) shall use the Service only as set forth in these TERMS.
13. **Indemnification.** You agree, at your own expense, to indemnify, defend and hold harmless ZeroPoint and its employees, representatives, Suppliers and agents, against any claim, suit, action or other proceeding, to the extent based on or arising in connection with your use of the Service, or any links on the Service, including, but not limited to: (i) your use or someone using your computer's use of the Service; (ii) a violation of the TERMS by you or anyone using your computer; (iii) a claim that any use of the Service by you or someone using your computer infringes any copyright, trademark, or other intellectual property right of any third party, or any right of personality or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer; or (v) any misrepresentation or breach of representation, warranty or covenant made by you contained herein. You agree to pay any and all costs, damages and expenses (including reasonable attorneys' fees) and costs awarded against or incurred by or in connection with or arising from any such claim, suit, action or proceeding.
14. **Termination.** Either you or ZeroPoint may terminate this agreement with or without cause at any time and effective immediately. You may terminate by discontinuing use of the Service and destroying all materials obtained from the Service. This agreement will terminate immediately without notice from ZeroPoint if ZeroPoint determines, in its sole discretion that you have failed to comply with any provision of these TERMS. Upon termination by you or upon notice of termination by ZeroPoint, you must promptly destroy all materials obtained from the Service and any copies thereof. Sections 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive any termination of this agreement.

15. **Governing Law.** These TERMS shall be governed and construed in accordance with the laws of the United States of America and the State of Massachusetts, without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in Massachusetts with respect to any legal proceedings arising out of this agreement and waive any objection to the propriety or convenience of venue in such courts. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these terms and conditions must be filed within one (1) year after such claim or cause of action arose. If any provision of the TERMS is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible and the other provisions of the TERMS shall remain in full force and effect.
16. **Access Outside the United States.** If you choose to access the Service from outside the United States, you are responsible for compliance with foreign and local laws. ZeroPoint does not provide insurance brokerage, third party administrator, or other services to governments, governmental agencies, other groups, individuals, or any of their agents which are subject to U.S. trade sanctions, including, without limitation, to the following Embargoed Persons: (i) governments, government agencies, businesses organized in, and nationals or residents of any embargoed governments or regimes or (ii) to anyone on the U.S. Treasury Department's Office of Foreign Asset Control's lists of Specially Designated Nationals, Specially Designated Global Terrorists, and Foreign Terrorist Organizations. By using the Service, you represent and warrant that you are not an Embargoed Person and are not controlled by or acting as an agent of any such an Embargoed Person.
17. **Miscellaneous.** You acknowledge that ZeroPoint has the right to change the content or technical specifications of any aspect of the Service at any time at ZeroPoint's sole discretion. You further accept that such changes may result in your being unable to access the Service.
18. **Official Correspondence.** Official Correspondence must be sent via postal mail to:

ZeroPoint Risk Research, LLC  
Attn.: Chief Operating Officer  
60 State Street, Suite 700  
Boston, MA 02109  
USA