

Broker Buddha Inc.

End User Terms of Service

You agree to be bound by the terms and conditions contained within these Terms of Service (“Agreement” or “Terms”) as well as Our [Privacy Policy](#) (“Privacy Policy” or “Policy”). Collectively, these form a legally binding agreement between Broker Buddha Inc, Company, and You.

- The terms “Broker Buddha,” “We,” “Us,” or “Our” mean Broker Buddha Inc, a Delaware Corporation, and its respective parents, subsidiaries, affiliates, licensees, successors and assigns of each of the foregoing, each of their respective agents, directors, officers, employees, shareholders, members, and legal representatives.
- The terms “You,” “Client,” “Your,” and “User” shall mean You, users of Our Services, and any entity or organization You or such users shall represent.
- The term “Company” shall mean your insurance agent or brokerage (through which you access Broker Buddha Services).
- The term “Services” means, collectively, various websites, applications, email notifications and other mediums, or portions of such mediums, through which You have accessed this Agreement.

This agreement contains an agreement to arbitrate all claims and disclaimers of warranties and liability.

Privacy Policy

By using Our Services, You agree to the [Privacy Policy](#), which We strongly encourage You to read in full. These Terms of Service incorporate this Privacy Policy in full, and by agreeing to these Terms of Service, You agree to be bound by the terms of the Privacy Policy and that We may collect, store, and use information about You in accordance with the Privacy Policy’s provisions.

Your Acceptance of this Agreement

By working with Company to procure insurance and consequently gaining access to and using Our Services, You acknowledge and agree that Your acceptance of these Terms is supported by sufficient and valuable consideration. You expressly represent that You have read this Agreement and have the capacity to agree to be bound to these terms, and, where acting on behalf of a business entity or other organization, agree that You have the authority to so bind that entity or organization.

Account Registration

As a condition to using certain features of Our Services, You may be required to register and create a username and password in the Company’s portal on Our Services. You may not select a username intended to impersonate another person or identity, that is subject to rights of another person or identity, or that is obscene or vulgar. We reserve the right to refuse or cancel registration of any username in Our sole discretion. You are responsible for maintaining the confidentiality of Your username and password. You further agree to notify Us immediately, at support@brokerbuddha.com if You become aware of any unauthorized use involving Your username and password.

Use of Our Services

Our Services as well as their underlying processes, related content, and generated data may only be used for Your personal, informational, and non-commercial use. You may not copy, reproduce, sell, distribute, replicate, duplicate, relay, transmit, broadcast, or license Our Services or their underlying

processes, related content, or generate data without Our express written consent in each instance. Your use of Our Services is not transferable by You to any other person or entity without express consent by Us. Your access and use of Our Services may be interrupted by, without limitation, maintenance of Our equipment or networks, malfunction of Our equipment or networks, or inadvertently by a third party or parties. We reserve the sole right to suspend or discontinue the availability of Our Services at any time in Our sole discretion and without prior notice or consent.

Prohibited Activities

You are responsible for anything You transmit to or through Our Services or to Us through email, and that Your transmissions will be truthful, accurate, not misleading, offered in good faith and that You have authority to transmit such information. In using Our Services, You agree that it is solely Your responsibility to avoid certain activities We deem as prohibited at Our discretion. These prohibited activities include, but are not limited to:

- Criminal activity or tortious activity, including fraud, harassment, spamming, copyright infringement, patent infringement, or theft of trade secrets or other intellectual property rights;
- Advertising to, or solicitation of, any User to buy or sell any products or services;
- Engaging in any automated use of the system, such as using scripts to send emails, comments, or request information;
- Interfering with, disrupting, or creating an undue burden on Our Services or the underlying networks;
- Attempting to impersonate another User;
- Using a false email address or the email address of another person or entity without authorization;
- Using Our Services in a manner inconsistent with any and all applicable laws and regulations; and
- Using information or scraping information from Our Services for any purpose whatsoever.
- Monitoring of Services

We reserve the right but have no obligation to monitor Our Services for Your or third party violations of this Agreement, to take appropriate legal action against anyone who violates this Agreement, to refuse or restrict access to or availability of any User's interaction with the Services, remove the Services or otherwise disable all files and content at Our sole discretion, and otherwise manage the Services in order to protect the rights and property of Broker Buddha and its clients.

Termination of Your Account or Use of Our Services

We may restrict, suspend, or terminate Your use of or access to Our Services in the event that You violate these Terms of Service, at Our sole discretion, as permitted by law. We may change the content or otherwise restrict access to all or parts of Our Services without providing notice at Our discretion, as permitted by law.

Content

We make no representations or warranties about the suitability of the content of Our Services for any purpose. We provide all of our Content on an "as is" and an "as available" basis without any warranty of any kind.

For purposes of this Agreement, the term "**End User Content**" includes, without limitation, text, video, audio, photographs, images, logos, data, which You submit, transfer, or otherwise provide via the Services.

For purposes of this Agreement, the term “**Broker Content**” includes, without limitation, text, video, audio, photographs, images, logos, data, which Company submits, transfers, or otherwise provides via the Services.

Your Rights in End User Content:

You retain ownership and/or other applicable rights in Your End User Content. Company retains ownership and/or other application rights in Broker Content.

End User Content License:

When You provide End User Content via the Services, You

1. Grant Broker Buddha a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, display, distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), and create derivative works of, such End User Content. The rights you grant in this license are for the limited purposes of allowing Broker Buddha to provide Our Services, improve and promote the Services, and develop new Services.
2. Grant Company a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, display, distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), and create derivative works of, such End User Content. The rights you grant in this license are for the limited purposes of allowing Company to provide insurance related services.

See Our [Privacy Policy](#) for more information about how End User Content is used.

Insurer, Insurance Agent / Broker Status

We are solely a technology software provider. You understand and agree that We are not an insurance company, insurance agent, insurance broker, or similar provider of products or services, and as such, do not make any coverage determinations. Talk to your representative at Company to discuss any insurance-related questions.

Disclaimers and Limitation on Liability

We make no warranty of any kind whatsoever-express or implied-with respect to the contents of its Services. BROKER BUDDHA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION PROVIDED VIA THIS SERVICE IS PROVIDED ON AN “AS-IS” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BROKER BUDDHA EXCLUDES ALL REPRESENTATIONS AND WARRANTIES RELATING TO THIS SERVICE AND ITS CONTENTS AS WELL AS ALL LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES. BROKER BUDDHA DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY, USEFULNESS, OR TIMELINESS OF THE MATERIALS ON THE SERVICES. BROKER BUDDHA DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SERVICES. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT US) ASSUME THE ENTIRE COST OF ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING ANY COSTS IN CONNECTION WITH NECESSARY SERVICING, REPAIR, OR CORRECTION.

You expressly agree that Your use of Our Services is at Your sole risk. It is solely Your independent duty and responsibility to verify and evaluate the accuracy, correctness, and completeness of ANY Services. We make no warranty or guarantee that any content available for downloading is free from infection from any computer programming or other glitches which may contaminate, damage, interfere with, destroy, intercept, or expropriate any system, data, or personal information. We do not make any representations, warranties, or guarantees - express or implied - regarding quotes or offers provided on or through Our Services. Without limitation to other provisions contained herein, You agree that We are MERELY an intermediary between You and Company, insurance provider, financial institution, or other service provider. As such, We expressly disclaim all liability for any content, products, or services furnished from such service providers

We further make no representations, guarantees, or warranties that Our Services are appropriate or available for use in jurisdictions outside of the United States of America. If You access or otherwise use Our Services from these jurisdictions, You do so of Your own volition and risk, and are solely responsible for compliance with local and international law. We will not be held liable to anyone for any liability, known or unknown, arising out of, or in any way relating to, any damages, loss, or claim whatsoever, no matter how occasioned, in connection with or arising out of access to or use of the contents of its Services. In no event shall We be liable for any special, indirect, exemplary, or consequential damages, or any damages whatsoever, including but not limited to loss of use, data, or profits, without regard to the form of any action, including but not limited to contract or negligence or other tortious actions, arising out of or in connection with the use, reproduction, or display of the content.

Representations and Disclaimers Related to Products or Services

Broker Buddha does not provide insurance under any circumstances and makes no representations, warranties, or guarantees with respect to quotes, terms, rates, coverage, or services offered to You by Company, insurers or other third parties you may access through Broker Buddha's Services. We believe the content provided through its Services to be accurate, complete, and current. However, inadvertent technical or factual inaccuracies may arise and, therefore, We do not warrant that its content is accurate, complete, and current. Content that We provide through its Services is meant to assist You with insurance and financial decisions, however such information merely constitutes a general description of insurance coverage potentially available. Any particular coverage provided to You by any insurance company or other third party is subject to that party's terms, conditions, exclusions, and underwriting practices. You must verify information Broker Buddha provides through its Services before relying on that information in whole or in part. We also recommend that You obtain additional information and advice from Company, Your accountant, attorney, and other advisors that can take Your individual circumstances into account. The insurance policy or other product or service You purchase, if any, through Our Services forms the exclusive contract between You and the insurer or other third party, and You agree to not rely on the general information made available through Our Services.

Our Services may provide You with offers or quotes with a third-party provider of goods or services. However, You agree that We make no guarantee that all users will be provided with such a quote, and that some of these services may only be available to United States residents and corporations or only available in a portion of states.

Indemnification and Hold Harmless

By using Our Services, You agree to indemnify, defend, and hold harmless Broker Buddha against any claim, cost, fine, damages, liabilities, and losses, including attorneys' fees and legal costs, arising from or related to Your use of Our Services.

Fees and Charges

Access to and use of many aspects of Our Services are free. You may choose to purchase products or services from Company while using Our Services, which may result in charges and fees to You. It is Company's duty to inform You in advance of any such charge or fee.

Ancillary Service Providers

Our Services may come with perks that allow You to access third-party providers of products and services. We do not endorse or recommend any of these providers, and do not act as an agent with respect to such providers or with respect to You. We do not investigate, guarantee or certify that such providers are appropriately licensed, certified, or otherwise qualified to offer these products and services. You agree that You are solely responsible to investigate these providers, and that You are solely responsible and liable for any products or services they may provide You that may give rise to costs, damages, liabilities, fees, or fines. We suggest that You seek the consult of financial advisers, insurance agents, or other qualified professionals who may be fully aware of Your individual circumstances and needs prior to making any financial or insurance purchasing decisions. You agree that You are relying solely on Your judgment and that of Your advisors in purchasing products or services through Our Services or based on information provided by Our Services.

Intellectual Property Rights

Notwithstanding anything to the contrary herein, and without limitation, Our names, graphics, and logos used in connection with Our Services, service marks, icons, page headers, product names, page layouts, scripts, and related terminology are Our trademarks and trade dress (collectively, "Proprietary Marks") in the United States and other countries. You may not use Our Proprietary Marks without Our express and written permission. We make no proprietary claim to any third-party names, trademarks, or service marks appearing on Our Services as such rights related to these names, trademarks, or service marks belong to their respective owners.

Any information, advice, data, software, or other content, which may be contained in or downloaded from Our Services (collectively, "Content"), including, but not limited to, all text, graphics, charts, images, videos, line art, icons, and renditions, are copyrighted by, or otherwise licensed to, Us. We also own copyrights to a collective work in the selection, coordination, arrangement, organization, navigation, presentation, display, and selective alteration of the Content ("Collective Work"). All software used in providing or supporting Our Services ("Software") is Our property or the property of Our software vendors and is protected by United States and international copyright laws. Any access You may have, including but not limited to, viewing, reading, printing, downloading or otherwise using the Content, Collective Work, or Software does not waive any of Our rights and does not entitle You or any third party to any ownership or intellectual property rights.

You are solely liable for any damages arising from Your infringement of Our or any third-party intellectual property rights with respect to the Trademarks, Content, Collective Work, or Software. You are solely responsible for any harm incurred to Us or Our affiliates as a direct or indirect result of You copying, distributing, redistributing, publishing, or using the same for purposes that are expressly or impliedly in violation of these Terms of Service.

No Third-Party Beneficiaries

These Terms are between You and Broker Buddha. No provision within these Terms confers any implied or express right in any third party. These terms do not provide You with any authority to bind Broker Buddha in any way.

Assignment

You may not transfer, assign, or license Your rights under these Terms without Our prior express and written consent.

Void Where Prohibited

Our Services are intended for use for those areas in which Company is licensed and permitted to sell insurance products and services. Although Our Services may be accessed by users in other locations, any offer or transaction for any feature, product, or service is void where prohibited by law.

Minors

Our Services are not directed at minors, that is, persons younger than 18 years old. If You are not at least 18 years old, please do not provide attempt to access Our services. We do not knowingly contact or collect personal information from persons under 18 years old, and such a person should not provide Us with his or her personal information.

Governing Law; Jurisdiction

You agree that these Terms (and incorporated Privacy Policy) are governed and interpreted by the laws of the State of New York without regard to principles of conflicts of law. By using Our Services, You agree to personal and exclusive jurisdiction of the state and federal courts of New York in order to resolve any claim, disagreement, or dispute arising from Your use of the Services, including but not limited to the enforcement of any arbitration award. You further agree to waive any objection to such jurisdiction or venue.

Links

You are permitted to engage in appropriate linking to Our Services. However, for the avoidance of any doubt, We do not endorse or accept responsibility for the content of any other website that links to Our Services or to which We link.

Arbitration Agreement and Waiver of Class Remedies

Arbitration Agreement

Any controversy or claim arising out of or relating to this Agreement shall be finally resolved by binding arbitration following the parties' good faith efforts to settle such dispute, claim, question or disagreement. If a binding arbitration occurs, it shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and its procedures for consumer disputes, except for any rules or procedures permitting class actions or otherwise contradictory to these Terms. An arbitrator shall wield exclusive authority to resolve all disputes, including whether this or any other provision contained in these Terms is void or voidable. The arbitrator's award shall be binding and entered as a judgment in any court of competent jurisdiction and in accordance with the Governing Law and Jurisdiction clause of these Terms. The parties understand that, absent this Arbitration Agreement provision, they may otherwise have the right to sue in a court of law, and may have the right to a trial by jury. While arbitration is intended to be more cost-effective, in some instances the cost of litigation may exceed the cost of civil litigation in a court. Moreover, the rules and procedures of arbitration may limit discovery.

Waiver of Class Remedies

You agree that any arbitration shall be conducted only in Your individual capacity, and You expressly forego the right or option to file or join a class action or other representative action. Should any court or arbitrator determine that the class action waiver set forth in this section is void or otherwise unenforceable, or that an arbitration can proceed on a class basis, then the arbitration provision shall be deemed null and void in its entirety, and the parties shall be deemed to have not agreed to arbitrate any dispute.

Exception: Litigation of Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, relief may also be sought in a small claims court for disputes or claims within that court's jurisdiction—subject to the Governing Law and Jurisdiction clause of these Terms

Thirty Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration agreement and class action provisions of this section by sending written notice of Your decision to opt out to the following address: 228 Park Ave S, #90348, New York, NY 10003. Such notice must be sent within thirty (30) days of registering to use Our Services, or else You shall be bound to arbitrate disputes in accordance with these Terms. Any such opt out shall be mutual. We reserve the right to terminate Your use of Our Services should You opt out.

No Oral Modification

These Terms may not be modified through oral agreement or statements. The individual employees of Broker Buddha, Broker Buddha's partners, and Broker Buddha's third-party affiliates are not authorized to modify these Terms except by the mechanism stated herein. Any employee offering to modify these Terms is not acting as an agent of Broker Buddha or with proper authority to bind Broker Buddha. You agree not to rely on any statement, written or oral, by any employee or agent of Broker Buddha or any third party with respect to modification or interpretation of these Terms.

Severability

Except as otherwise provided herein, in the event that any provision contained within these Terms shall be deemed to be unenforceable, invalid, or unambiguous, such provision shall be limited or discarded to the minimum extent necessary so that the remaining provisions of these Terms remain in full force and enforceable.

Non-Waiver

Neither party shall be deemed to have waived, in whole or in part, any of its rights granted herein by its failure to exercise, in whole or in part, any right herein.

Force Majeure

party shall be responsible for any delay or failure in any performance due to acts of God, war, war like conditions, blockade, embargoes, riots, government restriction, labor disturbances, unavailability of anticipated usual means of supplies, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond the parties' reasonable control.

Entire Agreement

Agreement and Policies or Notices expressly incorporated by reference herein, and any other legal notices published by Us on Our Services shall constitute the entire agreement of the parties, and supersede any prior or contemporaneous agreements, understandings, warranties, or understandings, whether written or oral, whether express or implied, with connection to Our Services.

Notification of Changes

its discretion, Broker Buddha may amend these Terms from time to time. We will post any such material changes to Our website along with a notice indicating that these Terms have changed at least thirty (30) days prior to the effective date of these changes, when practicable. Should We materially change the Terms, You may cancel Your account with Us by contacting Us in accordance with the "Contact Us" provision of these Terms before the effective date of the modified Terms. You will not be bound by the updated Terms if You cancel Your account within this time period.

Notice

the event Broker Buddha may choose or become obligated to provide You with notices under or related to these Terms, You consent to receive such notices or related communications by Broker Buddha posting them on its website, by sending them to You via an email address You provided, or by sending them to a postal address You provided, at Our discretion. You further agree that any such communication as described herein satisfies any legal requirement that the communication must be provided in writing.

Contact Us

If You have any questions about these terms or wish to notify Us in relation to Your use of Our Services, You may contact Broker Buddha by email at support@brokerbuddha.com or by mail at:

Broker Buddha, Inc
119 West 24th Street 4th Floor
New York, NY 10003.

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