

<https://www.travelers.com/about-travelers/legal>

Terms of Service

Revised: October 10, 2018

These Terms of Service (the "Terms of Service") are between you and The Travelers Indemnity Company ("Travelers") concerning your use of the website currently located at <http://www.travelers.com> and any other websites owned or operated by or on behalf of Travelers (the "Websites"), and the software applications made available by or on behalf of Travelers for use on or through computers and mobile devices (the "Apps"). The Sites and Apps (and any materials and services made available by Travelers through them) are referred to collectively in these Terms of Service as the "Online Properties."

Your use of the Online Properties constitutes your consent and agreement to these Terms of Service. Travelers may change these Terms of Service at any time. Any changes will become effective when the revised Terms of Service are posted on the Online Properties or you are otherwise notified of such changes. Your use of the Online Properties following these changes means that you accept the revised Terms of Service.

IF YOU ARE USING THE ONLINE PROPERTIES ON BEHALF OF A COMPANY OR OTHER ORGANIZATION, THEN YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS OF SERVICE.

If you are an agent of Travelers, certain agent-specific terms and conditions may apply to you and may supersede these Terms of Service.

Jurisdictional Issues; Compliance with Laws

The Online Properties are controlled and operated from the United States, and are not intended to subject Travelers to the laws or jurisdiction of any state, country or territory other than that of the United States. The Online Properties and Products (as defined below) may not be appropriate or available for use in some non-U.S. jurisdictions. You must comply with all applicable laws, rules and regulations in using the Online Properties and Products.

Rules of Conduct

You must not post, transmit or otherwise make available any materials through or in connection with the Online Properties that may be illegal or objectionable to Travelers; or use the Online Properties in any manner that may be illegal or objectionable to Travelers.

- Prohibited materials include, without limitation: any computer code, file, or program that is or may be harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Prohibited activities include, without limitation:
 - harvesting or collecting information about users of the Online Properties;
 - interfering with or disrupting the operation of the Online Properties or the servers or networks used to make the Online Properties available;
 - exploiting any portion of (or using) the Online Properties except as expressly authorized herein;
 - reverse engineering, decompiling or disassembling any portion of the Online Properties, except where such restriction is expressly prohibited by applicable law; and
 - using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or otherwise gather content of the Online Properties, or reproduce or circumvent the navigational structure or presentation of the Online Properties.

DISCLAIMER

The Online Properties may make available listings, links, services, and descriptions and images of goods or services (collectively, "Products"). Such Products may be made available by third parties ("Third Party Products"). THE ONLINE PROPERTIES AND ANY PRODUCT AND THIRD PARTY PRODUCTS ARE MADE AVAILABLE TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TRAVELERS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE ONLINE PROPERTIES AND ANY PRODUCTS AND THIRD PARTY PRODUCTS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION: THAT THE ONLINE PROPERTIES WILL BE UPDATED, COMPLETE, CORRECT, OR SECURE; AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF SERVICE) ARE MADE ON BEHALF OF BOTH TRAVELERS AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES").

Use of Third Party Products

YOUR USE OF THIRD PARTY PRODUCTS IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY PRODUCTS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY PRODUCTS).

Registration; User Names and Passwords

You may need to register to use all or part of the Online Properties. Unauthorized access or use of such portions of the Online Properties is prohibited. Your user name and password are for your personal use only and should be kept confidential and secure. You must promptly notify Travelers of any confidentiality breach or unauthorized use of your user name or password, or your account.

Submissions

You represent and warrant that any information you provide through or in connection with the Online Properties (each, a "Submission") is and will remain accurate and complete, and you will update such information as needed. For each Submission you make, you hereby grant to Travelers a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose. The above license grant applies to all Submissions; but, for the avoidance of doubt, any personal data submitted through the Online Properties remains subject to the Travelers Privacy Policy, located [here](#).

Transactions

Travelers may make available the ability to make payments in connection with certain Products through the Online Properties (a "Transaction"). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION. By submitting such information, you grant to Travelers the right to provide such information to third parties for purposes of facilitating Transactions. You agree to pay all charges incurred by you or on your behalf through the Online Properties, at the prices in effect when such charges are incurred. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders and payments by e-mail, the receipt of an e-mail confirmation does not constitute our acceptance of an order or payment, or our confirmation of an offer to sell a Product.

Proprietary Rights

The Online Properties are protected by proprietary rights and laws. You may refer to, copy and use material on the Online Properties for personal, non-commercial purposes only and provided that your copies retain all copyright, trademark and other proprietary notices that appear on the original screens. Travelers and the Travelers Umbrella logo are registered

trademarks of The Travelers Indemnity Company in the U.S. and other countries. Other trademarks, service marks, trade names, logos, URLs, domain names and icons appearing on the Online Properties, whether registered or not, are owned by Travelers or the Affiliated Entities. As between you and Travelers, all aspects of the Online Properties are proprietary to Travelers. Nothing contained on the Online Properties should be construed as granting any intellectual property rights to the Online Properties (or any portion thereof), including any right to use any of the trademarks appearing on the Online Properties, without the express prior written consent of the owner.

App Limited License

The App is licensed (not sold) to end users. Subject to your compliance with these Terms of Service, and solely for so long as you are permitted by Travelers to use the App, Travelers hereby permits you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control.

LIMITATION OF LIABILITY

TRAVELERS WILL NOT BE LIABLE FOR PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS) BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, TRAVELERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE ONLINE PROPERTIES OR FROM ANY PRODUCTS OR THIRD PARTY PRODUCTS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE ONLINE PROPERTIES OR ANY PRODUCTS OR THIRD PARTY PRODUCTS IS TO STOP USING THE ONLINE PROPERTIES. THE MAXIMUM AGGREGATE LIABILITY OF TRAVELERS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE FIFTY U.S. DOLLARS (\$50.00). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF SERVICE) ARE MADE ON BEHALF OF BOTH TRAVELERS AND THE AFFILIATED ENTITIES.

Applicable law may not allow for limitations on certain warranties, or exclusions or limitations of certain damages; if such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

Indemnity

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Travelers and the Affiliated Entities from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Online Properties (including all Submissions); and (b) any violation or alleged violation of these Terms of Service by you.

Termination

These Terms of Service are effective until terminated. Travelers may terminate or suspend your use of the Online Properties at any time and without prior notice, including if Travelers believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Upon any such termination or suspension, your right to use the Online Properties will immediately cease, and Travelers may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 1–11 and 13–20 shall survive any expiration or termination of these Terms of Service.

Governing Law; Arbitration

The terms of these Terms of Service are governed by the laws of the State of Connecticut, without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR AND ARE FILED IN SMALL CLAIMS COURT, ALL DISPUTES ARISING EXCLUSIVELY OUT OF THESE TERMS OF SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT TRAVELERS AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS OF SERVICE WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, as amended by these Terms of Service. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Travelers that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination will be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Service and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Terms of Service, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced

in any court having jurisdiction. The courts of the state of Connecticut. will have exclusive jurisdiction to settle any claim, dispute or matter of difference that may arise out of or in connection with the arbitration. Notwithstanding any of the foregoing, nothing in these Terms of Service will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against Travelers for you.

Contact Travelers

If you have a question, comment or complaint regarding the Online Properties, please send an e-mail to ConsumerAffairs@travelers.com. You may also contact Travelers by writing to Travelers, Attn: Consumer Affairs, One Tower Square, 8 MS, Hartford, CT 06183, or by calling Travelers at (866) 894-0687. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with Travelers. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Government Users

The App and related documentation are, respectively, "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined and used in 48 C.F.R. §2.101, 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, licensed subject to the limitations of 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable.

Miscellaneous

If any provision of these Terms of Service is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provision. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Notices to you (including notices of changes to these Terms of Service) may be made via posting to the Online Properties or by e-mail (including in each case via links), or by regular mail.

Third Party Beneficiaries

Each Affiliated Entity is a third party beneficiary to these Terms of Service with the full right to enforce the terms hereof.

Apple-Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to these Terms of Service and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Travelers in accordance with the "Contact Travelers" section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Service and, upon your acceptance of the terms and conditions of these Terms of Service, will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof; notwithstanding the foregoing, Travelers' right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Service is not subject to the consent of any third party.

Google Maps Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of the Google Maps functionality that may be embedded in the App. Your use of such functionality is governed by the Google Maps/Earth Additional Terms of Service, which are available at http://www.google.com/help/terms_maps.html. By using such functionality, you are agreeing to be bound by Google's Terms of Service.

Microsoft Bing Maps Specific Terms

In addition to your agreement with the foregoing terms and conditions, your use of any Bing Maps functionality embedded within the Online Properties shall be subject to the Terms of Use found at <http://www.microsoft.com/maps/assets/docs/terms.aspx>

Amazon Alexa Skills Specific Terms

In addition to your agreement with the foregoing terms and conditions, the following provisions apply with respect to your use of any Alexa Skills made available by Travelers (the “Skill”). The Skills are a type of App that enable voice-driven interaction with Travelers through devices that connect to the Alexa Voice Service (“Alexa”), such as the Amazon Echo Dot, Amazon Echo, Amazon Fire TV, and any device that has the Alexa app or is otherwise connected to Alexa (“Connected Devices”). Once you’ve enabled the Skill, you can interact with Travelers by simply using your voice.

Travelers may make available two types of Skills, General Skills and Linked Skills. “General Skills” are Skills that Travelers makes generally available and don’t require you to be a Travelers policyholder to use. “Linked Skills” are linked to an eligible Travelers online account. Linked Skills may not be available in all states or for all policy types. By enabling a Skill, you represent that you have the power, authority and capacity to accept these Alexa Skills Terms and enable the Skill. You can unlink your account from a Linked Skill by disabling the Linked Skill. If you re-enable a Linked Skill, you will have to re-link your account.

To use the Skill, you have to speak commands or questions to Alexa. These are considered “Submissions” under these Terms of Service. Travelers doesn’t guarantee that Alexa will hear you correctly or accurately translate your question or command. Please do not send Submissions through Alexa that the Skill cannot recognize. You will receive responses to your Submissions out loud from Alexa. Travelers is not responsible if any third parties overhear your commands, questions or responses. Any communication to Travelers through Alexa will be treated by Travelers as a communication authorized by you. And any communication from Travelers through Alexa in response to a request received from your Connected Device will be treated by Travelers as a communication to you. It is possible that Alexa (and the equipment Alexa is installed on) and/or Amazon will record your interactions with the Skill or with Alexa and collect data and information about your use of the Skill and Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Alexa-enabled device treat those interactions.

By enabling the Skill, you are giving Travelers permission to perform the actions and share with Amazon the information communicated to Travelers or requested from Travelers. All communications using the Skill go through Amazon and you expressly are agreeing to this requirement.

Once a Skill is enabled, it is possible for anyone to use the Connected Device to use the Skill. It is solely your responsibility to maintain the physical security of your Connected Devices. If the Skill gives you the option of assigning a PIN number, you should assign a PIN number and keep your PIN number secure. You are ultimately responsible for any actions or activity initiated through the Skill.

A Linked Skill may allow you to make payments to Travelers, such as for your policy premium. By using a Linked Skill to make a payment, you authorized Travelers to initiate

payment(s) in the specified amounts. Any payments using the Skill will be initiated on the date(s) you direct Alexa to do so, but the timing of the withdrawal from your payment account will be based on the financial institution's processing schedule.

Travelers is not responsible for, and does not provide any support or assistance for, Alexa, Connected Devices, or for any other hardware or software that Travelers did not design or write. If you have questions or issues with Alexa, please contact Amazon.