

TERMS OF USE

Effective Date: 22/02/2020

THESE TERMS OF USE ARE ENTERED INTO BY AND BETWEEN YOU AND KEMPER CORPORATION ("KEMPER"). THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERN YOUR ACCESS AND USE OF KEMPER PHOTO CLAIMS, INCLUDING ANY DOCUMENTATION, FUNCTIONALITY AND SERVICES OFFERED ON OR THROUGH KEMPER PHOTO CLAIMS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU START TO USE KEMPER PHOTO CLAIMS. BY DOWNLOADING, INSTALLING OR USING KEMPER PHOTO CLAIMS, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. SHOULD YOU NOT ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY UNINSTALL KEMPER PHOTO CLAIMS AND/OR DISCONTINUE ITS USE. CONTINUED USE OF KEMPER PHOTO CLAIMS SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THIS AGREEMENT AND ANY CHANGES TO IT.

Kemper Photo Claims is designed to allow individuals to take photographs and videos of their damaged vehicles, upload those photographs and videos to Kemper representatives that are handling their claims, and receive information relating to their damaged vehicles. In addition, Kemper Photo Claims is designed to allow individuals to utilize video for live communications with Kemper representatives, and to allow individuals and Kemper representatives to record and transmit photographs and videos of the individual's damaged vehicle(s). All use of Kemper Photo Claims for any other purpose is prohibited.

Please limit your submissions to the following: (1) a photograph of your current odometer reading; (2) a photograph of you Vehicle Identification Number; (3) photograph(s) and or video(s) of the damage to your vehicle; and (4) a brief text description of the damage to your vehicle. Please do not include any personal information about you, or any other person, in the photographs, videos or text you submit to Kemper Photo Claim.

Incorporation of Related Terms and Third Party Content

Kemper Photo Claims may be used on Apple iPhone® mobile phone devices and Android™ mobile phone devices (individually, a "Device" and collectively, the "Devices"). You are responsible for paying for all rates and charges in connection with using the Devices.

Third party content may be made available to you in connection with Kemper Photo Claims (the "Content"). All statements and/or opinions expressed in the Content are solely the opinions and responsibility of the person or entity providing those materials. Kemper does not endorse such third-party services or the Content and does not and cannot pre-screen or monitor Content. Kemper shall not be liable for any products, services or the Content of third parties or the accuracy of any such products, services or the Content.

You acknowledge and agree that different terms of use and privacy policies may apply to your use of the Devices and Content (the "Third Party Terms"). Should any provisions in the Third Party Terms conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, solely to the extent such provision apply to Kemper Photo Claims.

Privacy Policy

All information Kemper collects from Kemper Photo Claims is subject to the Kemper Auto Claims Privacy Policy ("Privacy Policy"), the location and terms of which may be changed from time to time. By using Kemper Photo Claims, you acknowledge that you have read and understood the Privacy Policy.

CCC Information Services Inc. ("CCC") Content

As part of Kemper Photo Claims, you may be provided with content developed by CCC or its licensors. CCC reserves the right to disable or remove any CCC Content for any reason at any time without notice to you.

License

You must be at least 16 years or older to access and use Kemper Photo Claims. Subject to this Agreement, Kemper grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use Kemper Photo Claims solely for your personal, non-commercial use and only on a Device that is owned or controlled by you as permitted under the applicable Apple or Google terms and conditions and in accordance with this Agreement. In addition, Kemper grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Kemper Content solely for your personal, non-commercial use in connection with Kemper Photo Claims.

This Agreement also governs any updates to or supplements or replacements for Kemper Photo Claims and the Kemper Content, unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

You may not (1) remove any copyright, trademark or other proprietary notices from any portion of Kemper Photo Claims or the Kemper Content; (2) reproduce, modify, create derivative works based upon distribute, license, lease, sell, resell, transfer, publicly display, transmit, stream, republish, broadcast or otherwise exploit Kemper Photo Claims or the Kemper Content except as set forth in this Agreement; (3) decompile, reverse engineer or disassemble Kemper Photo Claims or the Kemper Content; or (4) link to, mirror or frame any portion of Kemper Photo Claims or the Kemper Content.

Any use of Kemper Photo Claims and the Kemper Content not specifically permitted under this Agreement is prohibited.

Intellectual Property Rights and Feedback

All right, title and interest (including all copyrights, patents, patent rights, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights) in Kemper Photo Claims and the Kemper Content (including any modification, translation or adaptation thereof and any other improvement or development thereto or based thereon which is suggested by you ("Feedback")) are and shall remain the sole and exclusive property of Kemper or its licensors.

You acknowledge and agree that (1) the Feedback does not contain confidential or proprietary information of third parties; (2) Kemper is under no obligation of confidentiality regarding the Feedback (express or implied); (3) Kemper may have something similar to the Feedback; (4) Kemper is under no obligation to use the Feedback; and (5) Kemper may use, distribute, exploit, assign and further develop and modify the Feedback for any purpose, and you shall not be entitled to any compensation of any

kind. To the extent that any copyright or other intellectual property ownership interest vests in you with respect to the Feedback, you hereby grant Kemper a worldwide, non-exclusive, royalty free, fully paid, irrevocable, sub-licensable and perpetual right and license to make, use, copy, sell, distribute, otherwise exploit and create derivative works of the Feedback. You irrevocably release Kemper for any and all liability and claims that may result from or are related to the right in the Feedback. No right, title or interest in or to Kemper Photo Claims, the Content or Kemper Content is transferred to you, and all rights not expressly granted are reserved by Kemper.

Account Information

To access Kemper Photo Claims, you may be asked to provide certain registration details or other information (the "Account Information"). It is a condition of your use of Kemper Photo Claims that all the information you provide is correct, current and complete.

If you fail to maintain truthful, accurate and complete Account Information, your access to and use of Kemper Photo Claims may be terminated. You are responsible for (1) updating your Account Information; (2) protecting your Account Information against use by others; and (3) promptly notifying Kemper of any misuse or unauthorized access to or use of your Account Information. You are personally responsible for any use of Kemper Photo Claims, the Content and the Kemper Content and any activity that occurs under your Account Information.

User Information

By acknowledging and consenting to this Agreement, or by downloading, installing or using Kemper Photo Claims, you agree that Kemper, its affiliates, subsidiaries, agents, third party partners, and successors, may use, process, maintain, share, and/or transmit the information you provide through your use of Kemper Photo Claims, including your Personal Information (as defined in the Privacy Policy), for the purposes disclosed in this Agreement and the Privacy Policy.

You further agree to immediately notify Kemper of any suspected unauthorized transactions associated with Kemper Photo Claims or any other breach of security. Kemper shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions related to Kemper Photo Claims. You are solely responsible for taking precautionary steps to protect User Information.

User-Generated Content

You may generate content, written or otherwise, while using Kemper Photo Claims ("User-Generated Content"). User-Generated Content includes, but is not limited to, any communications, images, photos, videos, sounds, and all the material, data and information that you upload or transmit through Kemper Photo Claims. You acknowledge and agree that User-Generated Content may be used, reproduced, displayed, modified, deleted, and added to, adapted, and published by Kemper. You grant Kemper, including its affiliates, subsidiaries, agents, third party partners and successors, a worldwide,

irrevocable, transferable, sub-licensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, store and prepare derivative works from an exploit, in whole or in part, the User-Generated Content in any manner or any medium now known or hereafter devised.

Prohibited Uses

You may use Kemper Photo Claims and the Kemper Content only for lawful purposes and in accordance with this Agreement. Kemper Photo Claims and the Kemper Content shall not be used in any way that:

1. Violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries.
2. Harasses, abuses, stalks, threatens, defames or violates the rights of any other party (including but not limited to, rights of publicity or other proprietary rights).
3. Is in violation of this Agreement or for fraudulent or deceptive purposes.
4. Attempts to gain unauthorized access to Kemper's user accounts.
5. Could disable, overburden, damage or impair Kemper services or networks or interfere with any other party's use of Kemper Photo Claims, including another party's ability to engage in real time activities through Kemper Photo Claims.
6. Uses any robot, spider or other automatic device process or means to access Kemper Photo Claims for any purpose, including monitoring or copying any of the material on Kemper Photo Claims.
7. Uses any manual process to monitor or copy any of the material on Kemper Photo Claims or for any other unauthorized purpose without Kemper's prior written consent.
8. Uses any device, software or routine that interferes with the proper working of Kemper Photo Claims.
9. Introduces any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
10. Attempts to gain unauthorized access to, interfere with, damage or disrupt any parts of Kemper Photo Claims, the server on which Kemper Photo Claims is stored, or any server, computer, or database connected to Kemper Photo Claims.
11. Attacks Kemper Photo Claims via a denial-of-service attack or a distributed denial-of-service attack.
12. Otherwise attempts to interfere with the proper working of Kemper Photo Claims.
13. Fails to comply with applicable Third Party Terms.

Termination

Kemper may, in its sole discretion, terminate this Agreement and/or remove the Content and/or the Kemper Content at any time and for any reason. Upon termination, the rights and licenses granted to you, including your ability to access and use Kemper Photo Claims will immediately terminate, and you shall immediately terminate your use of and access to Kemper Photo Claims and the Kemper Content.

Geographic Restriction

Kemper provides Kemper Photo Claims for use only by persons located in the United States.

Indemnification

You agree to indemnify and hold harmless Kemper, its affiliates, subsidiaries, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorney's fees) arising out of or relating to your violation of this Agreement or your use of Kemper Photo Claims, including but not limited to, any use of the Kemper Content, the Content, services and products other than as expressly authorized in this Agreement or your use of any information obtained from Kemper Photo Claims.

No Warranties

KEMPER PHOTO CLAIMS, THE CONTENT AND THE KEMPER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. YOU ARE USING KEMPER PHOTO CLAIMS, THE CONTENT AND THE KEMPER CONTENT AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, KEMPER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT KEMPER PHOTO CLAIMS, THE CONTENT AND THE KEMPER CONTENT ARE MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF KEMPER PHOTO CLAIMS, THE CONTENT AND THE KEMPER CONTENT BY YOU IS IN COMPLIANCE WITH LAWS, OR THAT YOUR INFORMATION TRANSMITTED IN CONNECTION WITH KEMPER PHOTO CLAIMS, WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

Limitation on Liability

IN NO EVENT WILL KEMPER, ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, KEMPER PHOTO CLAIMS, THE CONTENT AND THE KEMPER CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT, BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, IN NO EVENT SHALL KEMPER, ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTOTRS, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING THE AMOUNT, IF ANY, PAID BY YOU FOR USE OF KEMPER PHOTO CLAIMS OR \$100.00, WHICHEVER IS LESS.

Intellectual Property

The contents of Kemper Photo Claims are protected by applicable copyright or other intellectual property laws. The trademarks, service marks, logos, and other such intellectual property displayed are property of Kemper, its affiliates or subsidiaries, unless otherwise disclosed.

Choice of Law, Jurisdiction; Arbitration

This Agreement and your use of Kemper Photo Claims are governed by and construed in accordance with the laws of the state of Illinois to the exclusion of its conflict of law rules. Any dispute, claim, case or controversy, whether in tort, contract, statute or otherwise, arising out of or relating to Kemper Photo Claim shall be resolved by binding arbitration. By using Kemper Photo Claims, you signify your consent to arbitration in Chicago, Illinois.

This Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. No arbitration will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. Any disputes regarding arbitrability, the scope of arbitration or the arbitrator's jurisdiction will be decided by the arbitrator. The arbitration will be administered by either the American Arbitration Association under its Commercial Arbitration Rules, or JAMS Dispute Resolution Experts under its Comprehensive Arbitration Rules. The arbitration will be conducted by a single arbitrator in English in Chicago, Illinois. The award of the arbitrator shall be accompanied by a statement of the reasons upon which the award is based. This Agreement is governed by the Federal Arbitration Act, and any award shall be subject to judicial confirmation in any court having jurisdiction. If any part of this paragraph is deemed illegal, unenforceable, or invalid, then that portion will be severed and it shall not operate to invalidate any other portion of this paragraph.

BY AGREEING TO THIS ARBITRATION PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL AS WELL AS ANY RIGHT TO PARTICIPATE IN CLASS ACTION OR IN CLASS ACTION PROCEEDINGS.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCURES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Entire Agreement

This Agreement and the Privacy Policy constitute the sole and entire agreement between you and Kemper with respect to Kemper Photo Claims and the Kemper Content and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to Kemper Photo Claims and the Kemper Content.

Modification of this Agreement

Kemper reserves the right to modify these terms and conditions and the content of Kemper Photo Claims at any time in the company's discretion. Your use of Kemper Photo Claims after such changes are implemented constitutes your acceptance of the changes.

Third Party Beneficiary

Except for Kemper's service providers, licensors, or others involved in creating or providing Kemper Photo Claims, nothing herein, express or implied, shall give or be construed to give any rights hereunder to any third party.

Assignment

Kemper may assign or delegate this Agreement and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without consent. You may not assign or delegate any rights or obligations under this Agreement or Kemper's Privacy Policy without the prior written consent of Kemper, and any unauthorized assignment and delegation by you is ineffective.

Severability

If any portion of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.