

## CHUBB APPLICATION TERMS OF USE

Welcome to the “Chubb® Mobile Estimate App” application (the “Application”), a mobile application and solution provided by Chubb INA Holdings Inc. These Terms of Use are entered into by and between you, Chubb INA Holdings, Inc., its affiliates, and anyone involved in creating or providing the Application or related content (“Chubb”, “We”, “Us”). The Application, offered and hosted by Chubb’s service provider, CCC Information Services Inc. (“CCC”) streamlines the claims management process to help you resolve your automobile collision claim, and allows you ready access to information relating to Chubb claims.

**THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) CONSTITUTE A BINDING AGREEMENT AND GOVERN YOUR ACCESS TO AND USE OF THE APPLICATION, INCLUDING ANY DOCUMENTATION, FUNCTIONALITY AND SERVICES OFFERED ON OR THROUGH THE APPLICATION. YOUR LICENSE TO USE THIS APPLICATION IS SUBJECT TO YOUR PRIOR AND CONTINUED ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, 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 THE APPLICATION AND/OR DISCONTINUE ITS USE. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THIS AGREEMENT AND ANY CHANGES TO IT. THESE TERMS SHALL REMAIN VALID AND EFFECTIVE UNTIL MODIFIED OR TERMINATED BY US. PLEASE READ THESE TERMS CAREFULLY AND IN THEIR ENTIRETY.**

This Agreement does not change or amend in any way: 1) the Google Play Terms of Service found at [https://play.google.com/intl/en\\_ca/about/play-terms.html](https://play.google.com/intl/en_ca/about/play-terms.html), as may be amended by Google from time to time; or 2) the Apple App Store Terms of Service, found at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>, as may be amended by Apple from time to time, whichever is applicable to You.

The Application is licensed to you, and Chubb reserves the right to modify, suspend or discontinue the Application at any time, with or without notice or liability to you. Furthermore, in the event that the claim for which you have received access to the Application becomes subject to litigation or other formal legal process, you may lose access to the Application with respect to such claim.

The Application is designed to allow individuals to take photographs and videos of their damaged vehicles, upload those photographs and videos (along with additional information) to Chubb, and receive vehicle damage repair estimates from Chubb (and its service providers). All use of the Application for any other purpose is strictly prohibited.

### **1. Electronic Communication Consent**

By using the Application, you agree and consent to the use of electronic transaction and electronic signatures, and receipt of electronic version of certain documents and records, including but not limited to acknowledgements, notices (including, without limitation, privacy notices), forms, Uninsured/Underinsured/Personal Injury Protection coverages, invoices, contracts and amendments to contracts, statements of adjustments, loss payments, and photo inspection communications, to the extent permitted by law. This consent unless withdrawn applies to all transactions between you and Chubb.

You specifically acknowledge, as part of your acceptance of the terms of this Agreement, that certain of the documents to be delivered electronically will contain confidential information and information regarding your personal financial matters ("Personal Financial Information") and other personally identifiable information; and Consent to the delivery of such confidential information, Personal Financial Information and personally identifiable information by the electronic means specified in this Agreement. The consent that you grant in this Agreement shall remain in effect until withdrawn by you.

By having provided Chubb with your email address, you are consenting to allow Chubb to obtain your signature electronically. You agree your electronic signature is the legal equivalent of your manual signature on any and all documents requiring your signature. You also agree to electronically receive any and all documents pertaining to your claim as further delineated above.

As permitted by the consent you are providing to us in this document, we will replace paper delivery of any particular document with electronic delivery at our sole discretion as electronic delivery of particular documents becomes available. By agreeing to the terms of this Agreement, you are consenting to delivery of documents to you in the following manner:

We may send you email transmitting such documents, whether as text in, attachments to, and/or hyperlinks from such emails. Such emails will be sent to the current email address we have on file for you. You are responsible for providing us with a valid email address to which you have regular access and you are responsible for immediately notifying us of any change of email address. Notice of any change to your email address must be sent by email to the sender and in the body of such email include your previous email address and your new email address. You are responsible for ensuring that neither your software nor your Internet service provider inhibits or interferes with the notices and communications described herein.

**However, you have the right to receive communications from us, in paper form if you wish by withdrawing this consent. If you withdraw the consent to provide you with records in electronic form, you will then be provided with records in paper form. To withdraw your consent, you must email us at [CSCFNOL@chubb.com](mailto:CSCFNOL@chubb.com) with the following subject line "WITHDRAW ELECTRONIC CONSENT – CLAIM NO. [CLAIM NUMBER]." The body of the email must include your name, claim number, and whether you want all your claims communications to be in paper form.**

Please limit your submissions to the following: (a) a photograph of your current odometer reading; (b) a photograph of your Vehicle Identification Number ("VIN"); (c) photograph(s) and/or video(s) of the damage to your vehicle; and (d) 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 the Application. We will share everything you submit through The Application, unedited, with other necessary parties to adjust your claim.

## **2. Incorporation of Related Terms and Third Party Content**

The Application 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.

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

You acknowledge and agree that different terms of use and privacy policies may apply to your use of the Devices and the Third-Party 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 provisions apply to the Application.

### **3. License**

Subject to this Agreement, as owner of the Chubb ® Mobile Estimate App Application, Chubb grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Application 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, Chubb grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Chubb Content solely for your personal, non-commercial use in connection with the Application.

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

You may not (a) remove any copyright, trademark or other proprietary notices from any portion of the Application; (b) reproduce, modify, create derivative works based upon, distribute, license, lease, sell, resell, transfer, publically display, transmit, stream, republish, broadcast or otherwise exploit the Application except as set forth in this Agreement; (c) decompile, reverse engineer or disassemble the Application; or (d) link to, mirror or frame any portion of the Application. You may only use Application for personal, non-commercial use and only in the United States.

Any use of the Application not specifically permitted under this Agreement is strictly prohibited.

### **4. 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 the Application (including any modification, translation or adaptation thereof) and any other improvement or development thereto or based thereon which is suggested by you (the "Feedback") are and shall remain the sole and exclusive property of Chubb or its licensors.

You acknowledge and agree that (a) the Feedback does not contain confidential or proprietary information of third parties; (b) Chubb is under no obligation of confidentiality regarding the Feedback (express or implied); (c) Chubb may have something similar to the Feedback; (d) Chubb is under no obligation to use the Feedback; and (e) Chubb 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 Chubb a worldwide, non-exclusive, royalty-free, fully paid up, 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 Chubb from any and all liability and claims that may result from or are related to the rights in the Feedback. No right, title or interest in or to the Application, The Application Content or Third-Party Content is transferred to you, and all rights not expressly granted are reserved by Chubb.

## **5. Age Restriction**

This Application is available to users who are of legal driving age in Your state of residence. For the avoidance of doubt, no individuals under the age of thirteen (13) are permitted to use this Application.

## **6. Account Information**

To access the Application, you may be asked to provide certain registration details or other information (the "Account Information"). It is a condition of your use of the Application that all of 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 the Application may be terminated. You are responsible for (a) updating your Account Information; (b) protecting your Account Information against use by others; and (c) promptly notifying Chubb of any misuse or unauthorized access to or use of your Account Information. You are personally responsible for any use of the Application, the Application Content and the Third-Party Content and any activity that occurs under your Account Information.

## **7. Prohibited Uses**

You may use the Application only for lawful purposes and in accordance with this Agreement. The Application 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 Chubb's user accounts.
5. Could disable, overburden, damage or impair Chubb's or CCC's services or networks or interfere with any other party's use of the Application, including another party's ability to engage in real time activities through the Application.
6. Uses any robot, spider or other automatic device, process or means to access Chubb or CCC applications, systems, networks or servers for any purpose, including monitoring or copying any of the material on the Application.
7. Uses any manual process to monitor or copy any of the material on the Application or for any other unauthorized purpose without Chubb's prior written consent.

8. Uses any device, software or routine that interferes with the proper working of the Application.
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 the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
11. Attacks the Application via a denial-of-service attack or a distributed denial-of-service attack.
12. Otherwise attempts to interfere with the proper working of the Application.
13. Fails to comply with applicable Third Party Terms.

## **8. Fraud**

**Applicable in Arizona** – A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**Applicable in Alaska, Arkansas, District of Columbia, Kentucky, Louisiana, Maine, and Tennessee** – Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution, civil penalties, and/or restitution fines. In ME, DC, LA, and TN, please note that insurance benefits may also be denied.

**Applicable in California** – Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Applicable in Colorado** – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**Applicable in Delaware and Idaho** – Any person who knowingly and with the intent to injure, defraud, or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**Applicable in Florida** – Pursuant to Florida Insurance Code §817.234, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in Florida Insurance Code §775.082, §775.083, and/or §775.084.

**Applicable in Indiana** – A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**Applicable to Maryland and Rhode Island** – Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in Minnesota** – A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Applicable in New Hampshire** – Any person who, with purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in New Hampshire Regulation §638:20.

**Applicable in New Jersey** – Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**Applicable in New Mexico** – ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**Applicable in New York** – Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

## **9. Terms Required by Apple Inc.**

If you are using the iOS version of the Application, the following terms are applicable to you:

- a. This Agreement is between you and Licensor only, and not with Apple Inc. ("Apple"). Licensor is solely responsible for the Application in accordance with the terms of this Agreement.
- b. The license granted for the Application is a non-transferable license to use the Application on any Apple-branded smartphone that you own or control (provided that it meets the system requirements of Licensor) and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Application may be accessed, acquired, and used by other associated accounts via Apple's Family Sharing or volume purchasing.

- c. Apple has no obligation to provide maintenance and support for the Application. If you encounter any issues related to your use of the Application, you may report such issues to Chubb by calling 1-800-CLAIMS-0 (1(800) 252-4670).
- d. In the event of any failure of the Application to comply with any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty shall be the sole responsibility of the Licensor.
- e. Apple shall not be responsible for addressing any claims by you or any third party relating to the Application or to your possession and/or use of the Application, including but not limited to (i) product liability claims, (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- f. Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Application, or your possession and use of the Application, infringes a third party's intellectual property rights.
- g. You represent and warrant that (i) the Application will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. Apple and its subsidiaries are third-party beneficiaries of Agreement, and, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you.

#### **10. Hardware and System Requirements**

To ensure delivery of your Claims Documents, the following minimum hardware and system requirements are necessary to sign, print, retain and receive such documents.

Operating Systems	Windows® 7 or 8.1 or MAC
Browsers	Final release versions of Internet Explorer® 9.0 or above (Windows only); Firefox 34 or above (Windows and Mac); Safari™ 5.0 or above (Mac only); Google Chrome 39 or above; Apple iOS 7 or above; Android 4.4 and above
PDF Reader	Acrobat Reader® or similar software may be required to view and print PDF files

Screen Resolution	800 x 600 minimum
Enabled Security Settings	Allow per session cookies

#### **11. Termination**

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

#### **12. Geographic Restriction**

Chubb provides the Application for use only by persons located in the United States. In addition, the use of the Application may not be available in all states.

#### **13. Indemnification**

You agree to indemnify and hold harmless Chubb and its affiliates, 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 attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Application, including, but not limited to, any use of the Content, services and products other than as expressly authorized in this Agreement or your use of any information obtained from the Application.

#### **14. No Warranties**

THE APPLICATION, ITS CONTENT AND THIRD-PARTY CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. YOU ARE USING THE APPLICATION, ITS CONTENT AND THIRD PARTY CONTENT AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, CHUBB AND ITS LICENSORS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION, ITS CONTENT AND THIRD-PARTY 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 THE APPLICATION, ITS CONTENT AND THIRD-PARTY CONTENT BY YOU IS IN COMPLIANCE WITH LAWS, OR THAT YOUR INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.



## **15. Limitation on Liability**

IN NO EVENT WILL CHUBB, ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS AND CCC, ITS AFFILIATES, 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, THE APPLICATION, ITS CONTENT AND THIRD-PARTY 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 (INCLUDING NEGLIGENCE), 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 CCC, CHUBB, THEIR RESPECTIVE AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, 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 THE CHUBB ® MOBILE ESTIMATE APP APPLICATION OR \$100.00, WHICHEVER IS LESS.

## **16. Intellectual Property**

Logos and all product and service names, designs and slogans are trademarks of Chubb or its affiliates or licensors (the "Chubb Marks"). The Chubb Marks are referred to as the "Marks." The Marks may not be used by you without the prior written consent of Chubb.

## **17. Choice of Law, Jurisdiction; Arbitration**

This Agreement and Privacy Policy, and your use of the Application are governed by and construed in accordance with the laws of the State of New York to the exclusion of its conflict of laws rules. Any dispute, claim, case or controversy, whether in tort, contract, statute or otherwise, arising out of or relating to the Application shall be resolved by binding arbitration. By using the Application, you signify your consent to arbitration in New York, New York.

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 (a) the American Arbitration Association under its Commercial Arbitration Rules, or (b) JAMS Dispute Resolution Experts under its Comprehensive Arbitration Rules. The arbitration will be conducted by a single arbitrator in English in New York, New York. 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 A 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 ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

#### **18. Entire Agreement**

This Agreement and Chubb's Privacy Policy constitute the sole and entire agreement between you, and Chubb with respect to the Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Application.

#### **19. Modification of this Agreement**

Chubb may change or modify this Agreement or any other terms, conditions, or policies related to the use of the Application (including those identified in this Agreement) at any time and at their sole discretion without notice to you by posting revisions within the Application. Continued use of the Application following the posting of these changes or modifications will constitute your acknowledgement and agreement to such changes or modifications. If you do not agree to or cannot comply with the Agreement as modified, you must stop using the Application.

#### **20. Waiver and Severability**

No waiver by Chubb of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Chubb to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision 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.

#### **21. Third Party Beneficiary**

Except for CCC and Chubb's other service providers, licensors, or others involved in creating or providing the Application, nothing herein, express or implied, shall give or be construed to give any rights hereunder to any third party.

## **22. Assignment**

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

## **23. Legal Notice**

The Chubb® Mobile Estimate App is owned by CCC Information Services Inc. Certain portions of the Chubb® Mobile Estimate App Application are owned by Autodata, Inc. dba Chrome Data: ©1986-2019 Autodata, Inc. dba Chrome Data and certain portions of the Chubb® Mobile Estimate App are owned and licensed through Sightcall, Inc.