

Terms of Use ePics Mobile Application

By using the ePics Mobile Web Application (“App”), you accept these Terms of Use. By downloading, installing, or using the App, you acknowledge and agree to be bound by these Terms of Use. If you do not agree with these Terms of Use, you should cease downloading, installing or using the App immediately.

MAPFRE U.S.A. Corp. and its affiliates (collectively, “MAPFRE Insurance”) reserves the right to change these Terms of Use at any time without notice to you by updating the App to incorporate the new Terms of Use. Your continued use of the App after changes are incorporated constitutes your acceptance of the amended Terms of Use. Please check this page regularly.

Incorporation of Related Terms

These Terms of Use incorporate and supplement other terms, conditions, and policies of MAPFRE Insurance posted at <http://www.mapfreusa.com>, the terms of which may be changed from time-to-time,

- MAPFRE Insurance Terms and Conditions
- MAPFRE Insurance Privacy Policy

Should any provisions in the terms and conditions or policies listed above conflict with these Terms of Use, these Terms of Use will control, solely to the extent such provisions apply to the App.

We process information about you in accordance with our Privacy Policy, which is available on our website. By using the App, you consent to such processing and you warrant that all data provided by you is accurate. Please review our Privacy Policy which also governs your use of the App.

License

Subject to your compliance with these Terms of Use, MAPFRE Insurance grants you a personal, nonexclusive, nontransferable, limited and revocable license to use the App for personal use only on your mobile device. These Terms of Use also govern any updates to, or supplements or replacements for, the App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

Personal Information

Features of the App may use, maintain, or transmit personal information, including, without limitation, user names, passwords, proper names, email address, address, location, driver’s license number, financial information (including credit card information) and GPS location information (collectively the “Information”). By acknowledging and agreeing to these Terms of Use, or by using the App, you consent to the transmission of the Information to MAPFRE

Insurance, including its agents and third-party partners, and consent to MAPFRE Insurance, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using the Information for App functionality and for the purposes disclosed in the Privacy Policy.

You, however, are solely responsible for the confidentiality and security of the Information sent from or stored on your mobile device by the App. You are also solely responsible for all transactions and activities undertaken by anyone or anything through the App, whether authorized or unauthorized. You agree to immediately notify MAPFRE Insurance of any suspected unauthorized transactions associated with the App or any other breach of security. MAPFRE Insurance shall not be responsible for any losses arising from the financial loss or theft of the Information due to unauthorized or fraudulent transactions related to the App. You shall be solely responsible for taking precautionary steps to protect the Information stored on your mobile device.

Intellectual Property

The App and its content are protected by copyright, trademark, patent, trade secret and other proprietary rights. MAPFRE Insurance, the MAPFRE Insurance logo, and other MAPFRE Insurance trademarks, service marks, graphics, logos and names of various products and services described within or used in connection with the App are trademarks or registered trademarks of MAPFRE Insurance or its affiliates (collectively the “MAPFRE Insurance Marks”). Other trademarks, service marks, graphics and logos used in connection with the App are the trademarks of CCC Information Services Inc. and its affiliates (collectively “Third-Party Marks”). The MAPFRE Insurance Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of MAPFRE Insurance or the applicable trademark holder.

Prohibited Uses

Use of the App is limited to the contemplated functionality. You may not use the App in any way that,

1. harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
2. is unlawful, fraudulent, or deceptive;
3. uses technology or other means to access unauthorized content or non-public spaces;
4. uses or launches any automated system or process, including without limitation, “bots,” “spiders,” or “crawlers,” to access unauthorized content or non-public spaces;
5. attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. attempts to damage, disable, overburden, or impair MAPFRE Insurance’s servers or networks;
7. attempts to gain unauthorized access to a MAPFRE Insurance computer network;
8. attempts to gain unauthorized access to MAPFRE Insurance’s user accounts;

9. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
10. violates these Terms of Use in any manner; or
11. fails to comply with applicable third-party terms and conditions or other third-party policies.

User-Generated Content

You may generate content through your use of the App. You grant MAPFRE Insurance and its successors a worldwide, irrevocable, transferable, sublicensable, fully-paid and royalty-free, and nonexclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish and prepare derivative works from such content.

Third Party Sites and Content

As a convenience for you, the App may contain links to third party web sites, applications or services. Links to or from a third party site do not imply any affiliation between MAPFRE Insurance and the site owner, or an endorsement, approval, or verification by MAPFRE Insurance of any content available on such third party sites. We do not periodically review these third party sites, and we are not responsible or liable for the accuracy or completeness of the content on any such third party sites. By providing these links, MAPFRE Insurance is not recommending the purchase or sale of products or services provided by the sponsoring organization of any linked site. MAPFRE Insurance makes no warranties or representations about the content of, any products or services offered by, or the intellectual property compliance of such third party sites. We recommend that you take the time to read the privacy policies and user agreements for such third party sites.

Photos

Please keep the following in mind when submitting photos of a claim through the App:

- to submit a photo, you must be at least 16 years of age;
- you must be the copyright owner or have permission of the owner to submit a photo; and
- only submit photos that are pertinent to the insurance claim you are reporting.

Your Current Location Information

You have the option of permitting the App to determine your current location. If you agree to allow the App to use your location information, MAPFRE Insurance will only use your location information for the purposes stated in the App and in accordance with the Privacy Policy. If you do not want the App to determine your location, do not agree when you are given the option. You do not have to permit the App to determine your current location.

Password Registration and Security

Some areas of the App are restricted and may require a user identification code (“User ID”) and a password for access. Unauthorized use of or access to these areas is strictly prohibited. When accessing an area requiring a User ID and password, you agree that:

- we are entitled to act on instructions received under your User ID and password.
- We are not liable for any unauthorized access to your personal information that is not the direct result of our gross negligence or intentional misconduct.

MAPFRE Insurance may block access to password protected areas of the App without prior notice if we believe your User ID and password are being used by someone other than you, if any unauthorized access to your personal information has occurred or may occur, or for other reasons.

Disclaimer of Warranty

MAPFRE Insurance is providing the content and materials in the App “as is” and “as available” without representations or warranties of any kind, either express or implied. To the fullest extent allowable under applicable law, MAPFRE Insurance expressly disclaims all warranties, express or implied, with respect to the App including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. MAPFRE Insurance does not warrant or represent that the functions or operation of the App will be uninterrupted or error-free, that defects will be corrected, that use of the App by you is in compliance with laws, or that information transmitted in connection with the App or its servers, or any e-mail sent from MAPFRE Insurance, will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion or other harmful components or will be successfully, accurately or securely transmitted. MAPFRE Insurance shall use reasonable efforts to protect information submitted by you in connection with the App, but you acknowledge and agree that your submission of such information is at your sole risk, and MAPFRE Insurance hereby disclaims any and all liability to you for any loss or liability relating to such information in any way. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

No Liability

IN NO EVENT WILL MAPFRE INSURANCE OR CCC INFORMATION SERVICES INC., AND THEIR RESPECTIVE AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THE RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING 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 QUICK ESTIMATE APP, THE CONTENT AND THE CCC 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 MAPFRE INSURANCE OR CCC, AND THEIR RESPECTIVE AFFILIATES, LICENSORS OR SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS SUPPLIERS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING BE LIABLE FOR DAMAGES, LOSSES, AND/OR CAUSES OF ACTION EXCEEDING THE AMOUNT, IF ANY, PAID BY YOU FOR USE OF THE QUICK ESTIMATE APP OR \$100, WHICHEVER IS LESS.

Termination

MAPFRE Insurance reserves the right to terminate, change, suspend, remove or disable access to the App at any time for any reason, without notice. In no event will MAPFRE Insurance be liable for the removal of or disabling of your access to the App. MAPFRE Insurance may also impose limits on the use of or access to the App without notice or liability to you.

Third Party Beneficiary

You agree that our service providers, licensors, or others involved in creating or providing the App, including without limitation, CCC Information Services Inc., are third party beneficiaries to these Terms of Use and may rely upon the provisions of these Terms of Use, including but not limited to, the provisions concerning disclaimer of warranties and no liability.

Dispute Resolution

Any dispute, claim, case or controversy, whether in tort, contract, statute or otherwise, arising out of or relating to the Quick Estimate App shall be resolved by binding arbitration. By using the ePics App, 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 (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 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 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.

Jurisdiction/Enforceability

Use of this Application shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts, without giving effect to conflict of law principles thereof. Should any provision of these Terms of Use be held invalid, unlawful or for any reason unenforceable, then the invalid, unlawful or unenforceable provision shall be severable from the remaining provisions. Such invalid, unlawful or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

These Terms of Use are effective as of _____, 2018.

The following companies market collectively under the service mark and brand MAPFRE Insurance: MAPFRE U.S.A. Corp., and its affiliates, American Commerce Insurance CompanySM (Columbus, Ohio); Citation Insurance CompanySM (Webster, MA); The Commerce Insurance CompanySM (Webster, MA); Commerce West Insurance CompanySM (California COA No. 06715; Pleasanton, CA); MAPFRE Insurance CompanySM (California COA No. 18643; Florham Park, NJ); and MAPFRE Insurance Company of FloridaSM (Miami, FL).