

USPLATE GLASS INSURANCE COMPANY

WEBSITE TERMS AND CONDITIONS

Thank you for visiting the USPlate Glass Insurance Company (“USPlate”) website (“Website”).

Acceptance of Website Terms and Conditions

Please read the USPlate Website Terms and Conditions (“Terms & Conditions”) before using the Website. By using the Website, you agree to accept and agree to be bound by these Terms & Conditions and to the [USPlate Privacy Policy](#) posted on the Website.

Contents of the Website Does Not Constitute an Offer to Sell Insurance

Insurance coverage cannot be bound or changed via submission of an online or hardcopy application, email, voicemail, or facsimile. No binder, insurance policy, change, addition, and/or deletion to insurance coverage goes into effect unless and until confirmed directly in writing by USPlate.

Consent To Be Contacted By USPlate

You expressly consent to be contacted by USPlate or its authorized representative by requesting a quote, submitting information or otherwise communicating with USPlate via the Website. Your eligibility for coverage is subject to meeting USPlate’s underwriting qualifications and to approval by USPlate.

No Representations and Warranties Regarding Website Content; Policy Will Control

USPlate makes no representations or warranties with respect to the accuracy, applicability, fitness or completeness of the contents of the Website. Statements and information on the Website regarding plate glass policy features including but not limited to standard coverage and optional coverage, deductible, loss limits, maximum policy limits, premium, perils covered, and claim reporting are for general description purposes only and do not amend, modify or supplement any policy issued by USPlate. All plate glass insurance coverages provided by USPlate are subject only to the terms, conditions and exclusions of an actual insurance policy issued to you by USPlate.

USPlate Privacy Policy

All information we collect on this Website is subject to the [USPlate Privacy Policy](#). By using the Website, you agree that you have read and agree with the USPlate Privacy Policy, and you consent to all actions taken by us in respect to your information in compliance with the USPlate Privacy Policy.

Website Use Only for Persons in U.S. States Where USPlate is Licensed

USPlate is located in Illinois, and provides this Website for use only by persons located in the states in the USA where USPlate is licensed to write plate glass insurance which are identified on the [“Request A Quote”](#) page on the Website. USPlate does not offer any products or services in any U.S. states other than those U.S. states where USPlate is licensed, nor in any jurisdictions outside the USA.

Use of Website is at Your Own Risk; USPlate Has No Liability Regarding Website Use

Your use of this Website is at your own risk. You acknowledge and agree that USPlate cannot and does not guarantee or warrant that the Website and any files or documents for downloading on the

Website will be free of viruses or other destructive code, or other security threat. You are responsible for implementing sufficient procedures and safeguards to satisfy your requirements for anti-virus protection, anti-destructive code protection and other security needs. While USPlate has used reasonable efforts in maintaining a secure and virus-free Website, you understand and agree that USPlate shall not be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, or other damages relating to or resulting from your use or inability to use the Website or from any actions we take or fail to take. These include damages for errors, omissions, interruptions, defects, delays, computer viruses, your loss of profits, loss of data, unauthorized access to and alteration of your transmissions or data, or other tangible or intangible losses. This limitation applies regardless of whether the damages are claims under the terms of a contract, as the result of negligence or otherwise, and even if our representatives or we have been negligent or have been advised of the possibility of such damages. In no event shall our total liability to you for all damages, losses, causes of action, whether in an action under contract, tort or any other theory, exceed \$100.00.

Amendments to Terms & Conditions

We may amend and update these Terms & Conditions from time to time in our sole and absolute discretion without prior notice. All changes are effective immediately when posted on the Website, and shall apply to all access and use of this Website.

Governing Law and Jurisdiction

All matters relating to this Website and these Terms & Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed under the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule of the State of Illinois or any other jurisdiction). Any action in law and/or equity arising out of or relating to this Website, or the Terms & Conditions shall be filed only in the state courts of Cook County or the federal courts of the Northern District of Illinois.

Waiver

No waiver by USPlate of any term or condition set forth in these Terms & Conditions shall be deemed a further or continuing waiver of such term or condition or waiver of any other waiver or condition, and any failure by USPlate to assert a right or provision under the Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is held by a court or other tribunal competent jurisdiction to be invalid, illegal or unenforceable for any reason, such holding shall not affect the validity and enforceability of the other provisions under the Terms & Conditions.

Entire Agreement

The Terms & Conditions and the USPlate Privacy Policy constitute the sole and entire agreement between you and USPlate with respect to the Website, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Intellectual Property

The Website and its contents are owned by USPlate and its licensors and are protected under U.S. and international copyright and trademark laws.

(January 1, 2024)