

Terms of Use

Last updated: February 13, 2019

These Terms of Use (the "Terms") constitute an agreement between you (on behalf of yourself and, if applicable, the entity that you represent) and The Hartford Steam Boiler Inspection and Insurance Company (and/or its subsidiaries and affiliated entities, referred to herein as "HSB"). The Terms govern your access to and use of the website located at www.hsb.com, and any related mobile applications, websites, digital portals, and media platforms owned and/or controlled by HSB (individually and collectively, the "Site(s)"). Please read the Terms carefully before using the Site(s). By using the Site(s), you agree to be bound by the Terms without limitation or qualification. If you do not agree with any of the Terms, or if your use of the Site(s) violates any applicable law or regulation, you are prohibited from using the Site(s). If, at any time, you choose not to accept these Terms, please discontinue using and accessing the Site(s) immediately.

HSB may, at any time, with or without advance notice, revise, add, remove or otherwise modify these Terms (or portions thereof) by updating this posting or otherwise notifying you of such changes. The most recent version of the Terms will be posted to the Site(s), and you agree to be bound by such changes by continuing to use the Site(s) thereafter. You should periodically visit this page to review the then-current Terms.

Depending on the nature of your relationship with us and/or the Site(s) that you use, supplemental or different terms may apply ("Additional Terms"). You are advised to review the Additional Terms made available on the Site(s) that you use, as well as any Additional Terms provided by us to you in connection therewith. By using such Site(s), you agree to be bound by the Additional Terms. In the event of a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Disclaimer

THE SITE(S), INCLUDING ANY AND ALL MATERIAL, DATA, SERVICES, PRODUCTS, QUOTES, AND OTHER INFORMATION PROVIDED IN CONNECTION WITH THE SITE(S) (HEREINAFTER, "CONTENT"), ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, HSB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND COMPLETENESS OF INFORMATION, AND NON-INFRINGEMENT WITH RESPECT TO THE SITE(S) AND CONTENT. HSB DOES NOT WARRANT THAT THE SITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE(S) OR SERVERS ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE OR HARMFUL CODE OR COMPONENTS. WHILE HSB USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE SITE(S), ERRORS OR OMISSIONS SOMETIMES OCCUR. HSB DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES REGARDING THE ACCURACY, COMPLETENESS, CORRECTNESS, USABILITY, AND RELIABILITY OF THE SITE(S) AND CONTENT. THE INFORMATION AND DESCRIPTIONS CONTAINED HEREIN ARE NOT INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO THE PRODUCTS AND SERVICES, BUT ARE PROVIDED SOLELY FOR GENERAL INFORMATIONAL PURPOSES. TO OBTAIN COVERAGE, YOU MUST SUBMIT AN APPLICATION TO US. ALL APPLICATIONS ARE SUBJECT TO UNDERWRITING APPROVAL.

Limitation of liability

IN NO EVENT SHALL HSB, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING, MAINTAINING, OR CONTROLLING THE SITE(S), BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF HSB OR AN HSB AUTHORIZED REPRESENTATIVE HAD BEEN ADVISED OF THE

Terms of Use

POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, HSB WILL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE(S) OR CONTENT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; IF SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU. IN NO EVENT SHALL HSB'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE(S).

HSB ALSO ASSUMES NO RESPONSIBILITY, AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER THAT MAY ARISE FROM VIRUSES, WORMS, TORJAN HORSES, OR OTHER DESTRUCTIVE OR HARMFUL CODE THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE(S) OR YOUR DOWNLOADING OF ANY CONTENT.

Access and account security

To access certain content and/or features, you may be required to open an account and provide certain registration information. If you elect to do so, you agree that the registration information provided will be correct, accurate, and complete. To complete the registration process, you must choose an account password and user name. You are solely responsible for maintaining the confidentiality of your password and account information and for any and all activities that occur under your account. You agree that you will not provide your account information, user name or password to any other person. You agree to notify HSB immediately of any unauthorized access to or use of your account or user name, or of any other breach of security of which you become aware. HSB will not be liable for any loss that you incur as a result of someone else using your password or account, either with or without your knowledge.

Restrictions on use; ownership

The Site(s) and Content are owned, and will at all times be owned, by HSB, its suppliers, licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property laws. You do not acquire, by virtue of your use of the Site(s) and/or Content, any rights, title, or interest in or to the Site(s) and Content, including any intellectual property rights therein. All rights not expressly granted are reserved by HSB. Except as otherwise expressly permitted by HSB, the Site(s) and Content may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, in whole or in part. You may not distribute, modify, transmit, reuse, repost, republish, resell or use the Content, in whole or in part, for public or commercial use, without HSB's written permission. Where designated, HSB may permit you to download certain Content for your use only, provided that you also retain all copyright and other proprietary notices contained therein.

HSB neither warrants nor represents that your use of materials displayed on the Site(s) will not infringe rights of third parties not owned by or affiliated with HSB.

In connection with your use of the Site(s), you agree to comply with all applicable laws, rules and regulations. You further agree not to, nor permit any third party to, do any of the following:

1. access or attempt to access our systems, programs, or data that are not made available for public use;
2. use the Site(s) or Content in any manner to provide service bureau, commercial time-sharing, or other computer service to third parties
3. use the Site(s) or Content in any way that violates applicable federal, state, local or international law or regulation, including, but not limited to, applicable export control laws and regulations;
4. work around any of the technical limitations of the Site(s), gain access to any systems, data, or information not intended to be made accessible to you, or decompile, disassemble, or otherwise reverse engineer the Site(s);
5. perform or attempt to perform any actions that would interfere with the proper working of the Site(s);

Terms of Use

6. use the Site(s) in any way that could damage, disable, overburden, or impair any server, system, or network(s) connected to the server; or
7. use the Site(s) except as expressly intended under the Terms.

Trademarks and copyrights

All trademarks, services marks, trade names, logos and icons are proprietary to HSB. Nothing contained on the Site(s) should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of HSB or such third party that may own the trademarks displayed. Your use of the trademarks displayed on the Site(s), or any other content on the Site(s), except as expressly provided herein, is strictly prohibited.

Images displayed on the Site(s) are either the property of, or used with the permission of, HSB. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted herein. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Representations and warranties

You hereby represent and warrant that if you are using the Site(s) on behalf of an entity, you are duly authorized to bind such entity to the Terms. You further represent and warrant that any and all information provided by you (whether uploaded to the Site(s) or otherwise):

1. is accurate, complete, truthful, and not misleading;
2. does not violate any third-party rights of any kind, including, without limitation, any intellectual property rights or rights of privacy;
3. does not violate any law, regulation, rule, code or other legal obligation;
4. does not contain anything that is, or could reasonable be, deemed unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive, harassing, libelous, profane, obscene or otherwise objectionable;
5. does not contain viruses, Trojan horses, worms, time bombs, bots, corrupted files, or any other software or programs that may damage the Site(s), Content, or the operation of another's computer or property; and
6. does not contain any protected health information.

HSB has no responsibility to review information uploaded by you (or by any other person), or to exercise any editorial control or monitoring of such information. Notwithstanding, we may review such information and, in our sole and absolute discretion, remove or refuse to display such information from the Site(s) for any reason.

Indemnity

You agree to indemnify, defend, and hold harmless HSB and its officers, directors, employees, agents, contractors, service providers and representatives from and against any and all liabilities, expenses, losses, damages, and costs (including reasonable attorneys' fees) arising out of or claimed to have arisen out of your: (i) use of the Site(s) and/or Content; (ii) breach or alleged breach of the Terms; or (iii) negligent, wrongful, and/or unlawful acts or omissions.

Jurisdictional issues - products and services

Unless otherwise expressly set forth herein, HSB makes no representation that materials on the Site(s) are appropriate or available for use in any location. The Site(s) are directed to and intended for use only in jurisdictions where the Content does not violate local law. Please read the Content carefully and, if needed, request further information regarding its applicability. Those who choose to access the Site(s) do so on their own initiative and are responsible for compliance with all applicable laws, rules and regulations. Except as expressly set forth herein, the

Terms of Use

information contained on the Site(s) is not an offer to sell or a solicitation to buy any security, insurance product or other product or service. No security, insurance product or other product or service is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

Statutory information concerning insurance company operations

Certain states require disclosure of specific information concerning an insurance company's state of domicile, principal place of business, National Association of Insurance Commissioners ("NAIC") code number, and where an insurance company is authorized to transact business.

The Hartford Steam Boiler Inspection and Insurance Company ("HSBIIC") is domiciled in the State of Connecticut, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBIIC is authorized to transact business in every state in the United States. The NAIC Code number for HSBIIC is 11452.

The Hartford Steam Boiler Inspection and Insurance Company of Connecticut ("HSBCT"), a subsidiary of HSBIIC, is domiciled in the State of Connecticut, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBCT is authorized to transact business in every state in the United States. The NAIC Code number for HSBCT is 29890.

The HSB Specialty Insurance Company ("HSBSIC"), a subsidiary of HSBIIC, is domiciled in the State of Connecticut, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBSIC is authorized to transact business in every state in the United States. The NAIC Code number for HSBSIC is 14438.

Links to Third-Party Website

The Site(s) may contain links to other websites that are not owned, operated or controlled by HSB ("Third-Party Websites"). HSB is not responsible for the function, accuracy or content of Third-Party Websites. The inclusion of a hyperlink to Third Party Websites is for your convenience only and does not imply approval of or endorsement by HSB of Third-Party Websites or of any material, data, services, products, quotes, or other information included therein ("Third-Party Content"). You are solely responsible for any damage or loss arising from your use of or access to any Third-Party Websites or Third-Party Content, and agree that HSB shall have no liability whatsoever in connection therewith. Third-Party Websites may have their own terms and conditions and privacy policies.

Privacy Policy

HSB is committed to protecting the privacy of your personal data. HSB's Privacy Policy regarding personal data collected through the Site(s) is available [here](#).

Termination

These Terms shall remain in full force and effect while you use the Site(s). HSB may terminate, suspend, or limit your use of the Site(s) (or any portion thereof) at any time, without prior notice, for any reason, including, but not limited to, HSB's belief that you violated the Terms; in response to requests or as required by law enforcement or government agencies; discontinuance or modification of the Site(s) or Content; technical or security issues; your inactivity; and/or your engagement in conduct inconsistent with the intent of the Site(s) or Terms. Upon termination, your right to use the Site(s) will immediately cease. You may terminate your use of the Site(s) at any time by simply discontinuing use. All provisions of the Terms which, by their nature, should survive termination, shall survive termination, including, but not limited to, disclaimers, limitations of liability, and intellectual property ownership provisions.

Changes to the Site(s) or Content

Terms of Use

The Site(s) and Content may be modified, replaced, removed, suspended, and/or discontinued by HSB in its sole discretion, for any reason or no reason, with or without notice to you. HSB shall not be liable to you for any such changes.

Governing law

The Terms will be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflict of law principles. The courts of the State of Connecticut and the federal courts located in Connecticut shall have exclusive jurisdiction over and shall be the exclusive venue for resolving disputes relating to the Site(s) or these Terms.

Notification of infringement

Notifications regarding any alleged intellectual property infringement should be directed to HSB at the address below or by e-mail to hsbinfo@hsb.com.

The Hartford Steam Boiler Inspection and Insurance Company
Attn: Legal Department
One State Street
P.O. Box 5024
Hartford, CT 06102-5024

General Terms

The Terms, Additional Terms (if applicable), and HSB's Privacy Policy shall constitute the entire understanding and agreement between you and HSB in connection with your use of the Site(s). If any provision thereof is determined to be unlawful, invalid, or unenforceable, such provision shall be reconstituted, to the extent possible, as a valid and enforceable provision which shall put the parties in as close to the same position as if the original provision was valid and enforceable. If it is not possible to so reconstitute such provision, such provision shall be deemed severable and all other provisions of shall remain in effect and enforceable. HSB's waiver of or failure to insist on the performance of any term and condition or to exercise any right or privilege shall not thereafter waive the prior or future enforcement of any other term, condition, right or privilege whether of the same or similar type.

Date: February 13, 2019