

PLEASE READ THESE TERMS AND CONDITIONS (“Terms”) BEFORE USING THIS SITE.

BY CONTINUING TO ACCESS OR USE FLORA’S WEBSITE, DATA, INFORMATION, PRODUCTS, APPLICATIONS, OR SERVICES (COLLECTIVELY “SERVICES”), YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THEM AND THAT THESE TERMS ARE INCORPORATED INTO ANY INSURANCE POLICY THAT YOU RECEIVE FROM OR THROUGH FLORA AS DEFINED BELOW. IF YOU DO NOT ACCEPT OR UNDERSTAND ALL OF THESE TERMS, DO NOT ACCESS OR USE THIS SITE AND CEASE YOUR CURRENT ACCESS.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION (SEE PARAGRAPH 27) AND CLASS ACTION/JURY TRIAL WAIVER PROVISION (SEE PARAGRAPH 28) THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

As used in the Terms and any Additional Terms, “Flora” refers to Flora Fertility Inc. (Calgary, Alberta, Canada), Flora Fertility USA Inc. (Delaware), Flora Fertility Insurance Services LLC (Delaware) and The Gen F Society (Delaware) and all of any of their subsidiaries and affiliated companies either collectively or individually. “Affiliates” means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, a party.

1. Conditions of Service.

Your use of the Site and Services is also subject to our Privacy Policy, Compensation Disclosure, Agreement to Engage in Electronic Transactions, and State Fraud Notices (collectively, the “Additional Terms”). By continuing to access or use the Site or Services, you acknowledge that you have read and understand the Additional Terms and agree to be bound by them as well. If you do

not want to agree to the Additional Terms, you should immediately cease your current access and use of the Site and Services and should not provide any personal information to us or engage in any transactions with us.

You warrant that you are at least 18 years of age and can enter into binding contracts for insurance or other goods. Persons less than 18 years of age may not use this site and must leave immediately.

You further warrant that all information you provide about yourself is true and complete information. You agree to promptly notify Flora of any changes in the information provided about yourself or any other material changes that could impact your use of the Services.

You agree that any document or electronic information delivered through the website by “clicking” on the designated spaces in or relating to such document shall be deemed to be “in writing” and to have been “signed” and delivered for all purposes by you. Any record of such confirmation (including, without limitation, electronic records) shall be deemed to be “in writing.” You further agree that you shall not contest the legally binding nature, validity or enforceability of any document or confirmation based on the fact that it has been executed by “clicking” on the designated spaces and expressly waives any and all rights you may have to assert such a claim.

You agree that, unless otherwise required by law, all statements, communications, documents, notices, including insurance notices, and disclosures, including insurance notices, provided by Flora to you in connection with the Site or Services may be provided electronically. You agree that it is your obligation to ensure that documents delivered electronically or to a virtual mailbox will be deemed received by you. You further agree that you will take all reasonable steps to ensure that electronically transmitted communications are received by You, including, but not limited to adding the domain @heyflora.com to your email’s “safe sender” list.

Text Message Alert Service:

When you procure one or more insurance products via the Services and include your mobile telephone number at registration, or when you initiate text message communications with us by texting us at a number we have provided to you, you may be enrolled in our SMS text message program (the “Text Message Program”).

We provide the Text Message Program to send you informational communications relating to your use of the Services, such as information about upcoming policy renewals and payment reminders (“Informational Texts”). By providing your mobile telephone number to us as described above, you voluntarily authorize and direct us to send Informational Texts to you using an automated system to the mobile telephone number you have provided. You are not required to use or subscribe to the Text Message Program as a condition of using the Services or in order to benefit from other features of the Services that are unrelated to the Text Message Program. Standard message and data rates may apply. Once enrolled in the Text Message Program, you may opt out of the Text Message Program (i.e., stop text messages) at any time. With respect to any text message, you may reply STOP, at which time we will reply by text to give you the option to stop Informational Texts (and after which we will stop sending the messages). You may also opt out by contacting us at legal@heyflora.com. If you contact us by e-mail please include “Text Message Opt Out” or similar language in the subject line of your e-mail, to assist us in our efforts to ensure prompt and proper processing of your e-mail request. Regardless of the method you use to opt out, please allow us a few days to process your opt out request.

2, Decisions, Services and Your Responsibilities.

You agree and consent to provide and receive electronically all documents related to obtaining and receiving Services, including but not limited to insurance applications, policies, endorsements, notices, disclosures, disclaimers, cancellations, and related communications, and further acknowledge that while you have an active policy with Flora, you cannot opt-out of any Service-related communications whether electronic or otherwise.

When you consent to receive Communications electronically, you should not expect to receive a paper copy of any Communication, unless a written or paper copy is required by law or requested of us in writing by you. Paper copies not required by law may incur a reasonable service charge for their printing and delivery to you. You may request a paper copy in writing using the contact details below.

All information you provide for and in connection with any Services must be true, correct, and not misleading. Your choice to purchase any Services or act upon any recommendation provided by Flora is solely yours. By submitting or signing an application of insurance, digitally or otherwise, you acknowledge that it shall be the basis of the contract should a policy be issued and may be attached to and become a part of such policy. Any information, representation, or warranty you make in conjunction with receiving Services is relied upon and subject to applicable insurance fraud laws or regulations. For any Services purchased or ordered, including but not limited to any insurance policy purchased on the website or otherwise, the user who makes such purchase or order will be the contact of record for those Services. You are responsible for understanding and ensuring your Settings are updated and that you allow or restrict access accordingly.

3. Insurance Brokerage Services

You are not required to use Flora for insurance brokerage services in order to obtain an account and use Flora's software. You may use the software for free. However, if you choose to use Flora's insurance brokerage services ("Insurance Brokerage Services"), you agree to: (i) designate Flora as your broker of record or agent of record; (ii) authorize Flora to communicate such designation as broker or agent of record to any insurance carrier, your prior insurance producer, and any other person or entity Flora determines should be advised; (iii) work exclusively with Flora for such Insurance Brokerage Services unless we have otherwise expressly agreed; (iv) agree to use Flora's third-party payment processing partner for all payment transactions pertaining to Insurance Brokerage Services and pay any transaction fees as that partner may require as part of the payment processing with the understanding that such transaction fees are separate from and not collected by Flora; (v) agree to keep an accurate and current method of payment and related payment information for Flora's use and (vi) permit Flora to receive any commission or other form of compensation that any insurance carrier agrees to pay to Flora in connection with the provision of Insurance Brokerage Services. For further information regarding Flora's compensation, please see our Compensation Disclosure.

4. Intellectual Property Ownership.

This website, including but not limited to its trademarks, trade names, service marks, content, materials, designs, text, photographs, video, audio and graphics (collectively “Content”), belong to Flora or to other parties. The entire Site is our copyrighted work. No one is authorized to use or alter any of the Content in any manner without the prior written permission of Flora.

The Content is protected by U.S. and international copyright law and treaties, and shall not be transmitted, broadcast, copied, adapted, displayed, reproduced, republished, uploaded, downloaded, posted, distributed, performed or otherwise used without the prior express permission of Flora. All Content, databases and other intellectual property rights associated with the Services, whether registered or unregistered, and related goodwill, are proprietary rights of Flora. Your use of and access to this site does not grant you a license or any right to use any of the Content.

Modification of any Content or materials displayed on the website or the use of any materials displayed for any other purpose is a violation of the copyrights and other proprietary rights of Flora and is prohibited.

By providing content, we do not allow you to use trademarks referenced in the Site. You may not use meta tags or any other “hidden text” using our name or trademarks without our express written permission. The trademarks, logos, and service marks (the “Marks”) displayed on the Site are our or other third parties’ property. You are prohibited from using any Marks without the express written permission of us or the third party that owns the Marks.

Unless otherwise stated, we do not accept unsolicited ideas, suggestions, or materials relating to development, design, or marketing of our services and products. Any such postings to the Site will be considered non-confidential and non-proprietary, and will remain, our exclusive property. We may copy, disclose, distribute, incorporate, and otherwise use the item and any information contained therein for any purpose without compensation.

5. Restrictions on Use.

You agree to use the Services solely for your own personal use and benefit and only for lawful purposes and in accordance with these Terms. You may not use this site or the Services for any commercial, financial or other similar purpose without the prior written consent of Flora.

You agree not to: (A) use the Site or Services in any way that violates any applicable federal, state, local or international law or regulation or infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any person or entity; (B) use the Site or Services to impersonate or attempt to impersonate Flora, an Flora employee, another user, or any other person or entity, or otherwise to misrepresent your identity or affiliation; (C) use the Site in any manner that could disable, overburden, damage, or impair the Site or Services or interfere with any other party's use of the Site or Services, including their ability to engage in real-time activities through the Site; (D) use any chatbot, robot, spider or other automatic device including malicious artificial intelligence tools, process or means to access the Site for any purpose, including monitoring, scraping or copying any of the Content on the Site; (E) introduce any viruses, trojan horses, worms, logic bombs, artificial intelligence tools or other material that is malicious or technologically harmful or attack the Site via a denial-of-service attack or a distributed denial-of-service attack; (F) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; (G) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Site, Services or Content; (H) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site or Services or that may harm Flora or users of the Site or Services or expose them to liability; or (I) aid or assist any other person or entity in taking any of the foregoing actions.

Certain features of the Site and Services may enable you to post, submit or transmit certain data, information or materials to or through the Site or Services ("User Contributions"). By posting, submitting or transmitting User Contributions to or through the Site or Services, you grant us and our affiliates and service providers,

and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for the purpose of providing the Site and Services to you. You represent and warrant that: (1) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; (2) all of your User Contributions do and will comply with these Terms; and (3) all User Contributions are complete, current and accurate. You understand and acknowledge that you are responsible for any User Contributions you submit, post or transmit, and you, not Flora, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We have the right to remove or refuse to post or transmit any User Contributions for any or no reason in our sole discretion; take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, infringes any intellectual property right or other right of any person or entity, or could create liability for Flora; disclose your or your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site or Services. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site or Services. However, we cannot and do not undertake to review all material before it is posted, submitted or transmitted on or through the Site or Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, or if you use the

Services in breach of these Terms, your right to use the Site and Services will cease immediately and you must, at our option, return or destroy any copies of Content you have made. No right, title or interest in or to the Site, the Services or any Content is being transferred to you, and all rights not expressly granted are reserved by Flora. Any use of the Site or Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

6. Consent for Advertising or Marketing Purposes.

As consideration for use of the Services, you grant Flora a non-exclusive, royalty-free, perpetual, irrevocable license and right to publicly display, distribute, reproduce and use your name, photo, likeness, business affiliation or similar information throughout the world in any media solely as part of the features of the Services, including as part of Flora's advertising or marketing.

7. Disclosure and Consent to Software Tools and Sharing of Information

We may use Artificial Intelligence tools and biometric tools in providing Services. We may also use tracking software or session replay software in providing Services. By using Flora's Services, you are expressly consenting to the recording of your personal information and the sharing of this information, and You expressly waive any claim that by recording your personal information or sharing information whether transmitted to a third party or not, or use of these or similar software tools violates any applicable state or federal law. You acknowledge that Flora may require the use of certain software tools including, but not limited to Multi-Factor Authentication.

Flora uses commercially available benchmarking data. Flora makes no guarantee as to the accuracy of its benchmarking data. Moreover, this information is not a quote or an offer of coverage at a specified price.

8. Disclaimer of Warranties – General.

USE OF THE SERVICES, THE CONTENT AND ANY MATERIALS OBTAINED THROUGH YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. FLORA MAKES NO WARRANTY OF ANY KIND REGARDING THIS WEBSITE, THE SERVICES AND/OR THE CONTENT WHICH ARE PROVIDED “AS-IS,” “AS AVAILABLE” AND “WITH ALL FAULTS.” FLORA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THIS WEBSITE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. FLORA FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, RELIABILITY, ADEQUACY, COMPLETENESS OR TIMELINESS OF ANY OF THE CONTENT ON THIS WEBSITE, AND FURTHER EXPRESSLY DISCLAIMS LIABILITY RESULTING FROM OR ARISING OUT OF ANY ERRORS OR OMISSIONS CONTAINED IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THIS WEBSITE.

FLORA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, EXCEPT TO THE EXTENT SUCH WARRANTIES ARE REQUIRED BY APPLICABLE LAW. FLORA DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY CONTENT OR OTHER INFORMATION PUBLISHED THROUGH THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY NOT APPLY IN WHOLE OR IN PART TO YOU.

9. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL FLORA BE LIABLE FOR ANY LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION, GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA,

BUSINESS INTERRUPTION, EMOTIONAL DISTRESS OR OTHER INTANGIBLE LOSSES) OF ANY KIND WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF FLORA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES, ARISING OUT OF OR RELATING IN ANY WAY TO: (A) ANY PARTY'S USE OR INABILITY TO USE THE SERVICES, THE CONTENT, OR ANY THIRD-PARTY SITE TO WHICH THE SERVICES OR CONTENT LINK; (B) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (C) THE COST OF GETTING SUBSTITUTE GOODS OR SERVICES; (D) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; (G) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY SITE; (H) ANY INJURY OR DAMAGES, WHETHER CAUSED BY THE NEGLIGENCE OF FLORA, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS, SUPPLIERS OR OTHERWISE ARISING IN CONNECTION WITH THE SERVICES; (I) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS WEBSITE) TO SUBMIT APPLICATIONS FOR INSURANCE PRODUCTS OR SERVICES; (J) ANY ACTIONS ASSOCIATED WITH THE SUBMISSION OR HANDLING OF A CLAIM; (K) ANY ACTIONS ASSOCIATED WITH THE DELAY IN ISSUING ANY CERTIFICATE OF INSURANCE OR THE HANDLING OR TRACKING OF CERTIFICATES OF INSURANCE; OR (L) ANY OTHER MATTER ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, THE CONTENT OR USER CONTENT. FLORA IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THE CONTENT IS TO DISCONTINUE USING THE SERVICES OR

ACCESSING THE CONTENT. IN NO EVENT WILL FLORA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER EXCEED THE AMOUNT OF COMMISSION, FEE OR OTHER REMUNERATION EARNED BY FLORA FOR PROVIDING SERVICES TO YOU FOR THE TWELVE MONTHS PRIOR TO THE ALLEGED ACT CAUSING DAMAGES.

10. Limitation of Liability – Waiver of Unknown Claims.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,”

AND, TO THE EXTENT APPLICABLE, CORRESPONDING RIGHTS UNDER ANY SIMILAR LAW OF ANY STATE.

IF ANY OF THE FOREGOING LIMITATIONS IN PARAGRAPHS 5 THROUGH 7 ARE FOUND TO BE INVALID, FLORA'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Indemnification.

You agree to defend, indemnify and hold harmless Flora and its employees, representatives, suppliers and agents from and against any and all claims, suits,

actions, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by Flora in connection with, arising out of or in any way related to: (i) your use of the Services or the Content; (ii) your violation or alleged violation of the Terms, including, without limitation, your violation or alleged violation of any applicable law; (iii) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; (iv) your violation of any other state or federal law or regulation and (v) your use of Third-Party Services (defined below). Flora reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

12. No Legal Advice.

Any information you access on this website does not constitute a recommendation, advice, or complete description of any products, Content Services, or plan.

Coverage is provided by various insurance companies and is subject to the terms and conditions contained within your specific policy. The availability of coverage under your specific policy depends on the policy language, the facts of the claim and the law of the jurisdiction governing the interpretation of the policy.

You must not rely on the information on this website as an alternative to legal advice from an attorney nor should you delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action based on the Services or Content.

13. Third-Party Services and Links.

Flora may provide, or third parties may provide, links to other websites or resources on the Internet. You acknowledge and agree that Flora is not responsible for the availability of such external websites or resources, and Flora does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. Flora

strongly encourages you to review any separate terms of use and privacy policies governing use of any third-party websites and resources.

Flora may make branded services of third-party vendors available to you to help manage your risks (“Third-Party Services”). These third-party vendors are not Flora agents. Although these Third-Party Services may be billed through Flora, Flora assumes no liability for the Third-Party Services or any disputes associated with any Third-Party Services.

Flora may use third party vendors (“Third-Party Vendors”) to host or deliver certain experiences within or connected to its website, including but not limited to communication facilitation, payment processing and premium financing. You agree and acknowledge that Flora is not liable for such Third-Party Vendors as part of a communication or payment/financing experience. Please read and understand the terms, conditions, privacy policy and any fees associated with transactions as they are those of the Third-Party Vendors hosting such experience and separate from these Terms and Flora’s Privacy Policy and Compensation Disclosures.

14. Licensed Entities.

Some Flora entities and Affiliates are licensed as applicable in various U.S. states. This website is not intended as a solicitation for insurance or claims services in any state or province where Flora is not licensed.

15. Applications and Quotes.

Applying for an insurance quote through this website does not guarantee that a quote will be provided. An application may be declined based on available underwriting information, including information from third-party sources. Quotes may be used by Flora to provide an estimate of the terms, conditions, and costs of coverage. A quotation may be subject to receipt of additional information or other conditions. A quote does not constitute insurance coverage.

16. Insurance Companies and Underwriting Guidelines.

Insurance companies decide whether or not to offer, renew, cancel or non-renew insurance coverage or otherwise provide customers with the requested insurance products. In certain circumstances, Flora may act on behalf of a number of unaffiliated insurance companies and may provide underwriting services subject to guidelines or other operations requirements issued to it by those insurance companies. All decisions regarding any insurance products, including but not limited to, approval for coverage, premium, commission, fees, or issuing company will be made solely by the insurer underwriting the insurance under the insurer's then-current criteria. All insurance products are governed by the terms, conditions, and exclusions set forth in the applicable insurance policy. Flora makes commercially reasonable efforts to maintain price, availability of coverage and information as accurately as possible, however, prices, terms, conditions or exclusions are subject to change without notice, and not all Services or insurance products may be available in all locations, states, jurisdictions, provinces, territories, or risk profiles. Please see a copy of your policy for the full terms and conditions. Policy obligations are the sole responsibility of the issuing insurance carrier. Flora is not responsible or liable for any resulting loss based on those underwriting decisions made in compliance with applicable requirements.

17. Certificates of Insurance.

Flora may obtain, review and track certificates of insurance for you. Flora does not independently verify the information in these certificates of insurance. You must not rely on the information provided by Flora as an alternative to legal advice from an attorney nor should you delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action.

You should also understand that a certificate of insurance is an informational document that evidences the existence of the policy to which it refers. It does not create any coverage or legal obligations between the insurance company and the certificate holder, nor does it confer additional insured status or other coverage to a certificate holder. A certificate of insurance does not alter the terms of the parties' underlying contract or indemnity agreement.

A certificate of insurance typically identifies the agent or broker, the insured, and the insurer providing the coverage. It also gives basic information about the policy to which it refers, including the type of insurance, the policy number, the effective and expiration dates of the policy and the liability limits. However, neither the insurance company nor the broker who issued the certificate of insurance has a duty to inform a certificate holder of inaccuracies in, or subsequent changes to, the information contained in a certificate of insurance. There is also no duty to inform the certificate holder that the policy to which the certificate refers has been canceled or was not renewed.

To fully understand the potential coverage provided under a policy, a certificate holder should secure a copy of the insurance policy and consult with a qualified attorney.

18. Policy Summaries.

The coverage, exclusion, endorsement and other summaries provided by Flora are for general informational purposes only. They are not intended to provide legal advice, and should not be treated as such.

Flora uses its best efforts to prepare the policy summaries, but does not guarantee their accuracy. You should review your actual policy to confirm coverage. The availability of coverage under your specific policy depends on the policy language, the facts of the claim and the law of the jurisdiction governing the interpretation of the policy.

19. No Modification of Insurance Policy or Coverage.

Unless otherwise expressly stated in writing, nothing contained on this website or provided to you by Flora should be construed as modifying, changing or altering your policy or coverage thereunder.

20. A.M. Best Ratings.

A.M. Best ratings for insurance companies may be provided as a courtesy reference and change frequently. Contact Flora for the most current rating.

21. Excess and Surplus Lines Products.

Flora may not be able to provide Services, specifically insurance policies, in the admitted market for the terms, conditions, or exposures you require or present to us. Quotes or insurance proposals may include offerings from insurers who are not licensed or admitted to transact business in a certain state and are not subject to the supervision of such state's insurance department. These insurers are generally referred to as excess or surplus lines insurers and in the event the insurer becomes insolvent, the state insurance guarantee fund(s) will not respond. Taxes, fees and other surcharges may be due for such insurance policies, which will be invoiced accordingly. Some states require that you acknowledge such insurance policies as being surplus lines in writing. Such forms or documents requiring signature will be delivered to you or your organization, and must be signed by an authorized representative and returned to Flora promptly, otherwise coverage could be compromised or canceled.

22. Payments.

A. General

Flora makes payment options available to you in connection with the Insurance Services you choose. Information regarding these payment options are included on invoices. You may choose your preferred payment method provided that all payments are made in US Dollars. You agree to provide and maintain an accurate and current method of payment and related payment information for Flora's use. You represent and warrant that you have the right to use any payment method you submit in connection with any payment.

Certain types of Insurance Services are subject to fees, surcharges, taxes or other amounts required by third-parties. Flora endeavors to provide you with notice of

these in advance, but in all instances, the responsibility to pay these amounts remains the responsibility of the Insured.

B. Third-Party Payment Processors

Flora may use third-parties to process certain payment and financial transactions. These parties may charge transaction fees and may offer payment options that include premium financing through a lender. You should review and understand their policies and direct any questions to them. Flora is not responsible for your payment decisions or transactions with those third-parties.

D. Financial Safety

There has been an increase in fraudulent activities such as phishing and scamming aimed at obtaining sensitive financial data. One specific concern is the unauthorized changing of routing information for payments. Flora will never change its banking information without utilizing a second form of confirmation. We also never have any of our banks, or any other company call on our behalf to make bank changes.

If you receive any communication that Flora banking information has changed or differs from the payment instructions, you should immediately call your Flora contact to notify us. Do not click on any links in any email message. If you choose to make a payment electronically, you should log into your Flora account and navigate to the Payments area. From there, you will be directed to complete the payment process.

23. No Guarantee of Services.

Flora is constantly changing and improving its Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. We may terminate, suspend, change, or restrict access to all or any part of the Services, in each case without notice or liability.

Flora also reserves the right to limit the availability of the Services or the provision of any Content to any person, organization, geographic area or jurisdiction, at any time and in its sole discretion.

24. Access Outside the United States.

If you access the Services from outside the United States, you are responsible for compliance with foreign and local laws. Flora does not provide insurance brokerage or other services to governments, governmental agencies, businesses, individuals, other groups, or any of their agents that are subject to U.S. trade sanctions. By using the Services, you represent and warrant that you are not subject to any U.S. trade sanctions.

25. Termination.

These Terms, as may be amended from time to time, are effective until your account, if applicable, is deactivated by either you or Flora and you discontinue your use of the Services. Any section of the Terms that by their nature is intended to survive termination of the Services or your use or access to the Services or the Content shall survive such termination.

26. Governing Law.

The laws of the state of Delaware, including its statutes of limitations and excluding the conflicts of law provisions thereof, shall govern this Agreement and will apply to any disputes arising out of or in any way related to these Terms or the Services.. You agree that all controversies or claims arising out of or relating to Flora the Terms or Services and will be submitted to the exclusive jurisdiction of, and agree that venue is proper in, state courts in Delaware, or the United States District Court for that state, in any legal proceeding. You acknowledge that these Terms may evidence a transaction involving interstate commerce. Notwithstanding the foregoing, any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

27. Arbitration.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM FLORA.

Any controversy or Claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, subject to the provisions of this Agreement, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties. Each party shall bear its own costs and attorneys' fees for preparing and presenting its case. The parties agree that this Section 13.2 and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA code of Ethics for Arbitrators in Commercial Disputes. The parties expressly agree that the arbitrator shall have the authority to provide injunctive relief or equitable remedies as necessary including, without limitation, in the event of a breach affecting the non-breaching party's intellectual property or proprietary rights, Confidential Information or business reputation. In no event shall the arbitrator(s) have the authority to make any award that provides for punitive or exemplary damages. The decision of the tribunal shall follow the plain meaning of the relevant documents. Notwithstanding the foregoing arbitration requirement, if Flora or any other Indemnified Party becomes a defendant in a proceeding in any court and the indemnification applies to such Claim, or there is a good faith basis to contend that the indemnification applies to such Claim, Flora shall have the right to enforce the indemnification, and any other provision of this Agreement, against Service Provider in such court proceeding, including by impleading or cross-claiming against Service Provider or otherwise. In addition, notwithstanding the foregoing, Flora shall have the right to seek injunctive relief in any court of competent jurisdiction with respect to any breach by Service Provider of its obligations under this Agreement, including any breach affecting Flora's intellectual property, trade secret, Confidential Information or other proprietary rights Flora or any other Indemnified Party or be a representative plaintiff or plaintiff class member in any such lawsuit.

If the matter is not resolved by informal negotiations or mediation, then the matter will proceed to arbitration as set forth below.

Any dispute, claim or controversy arising out of or relating to these Terms or the Additional Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, unless otherwise agreed upon by Flora. The arbitration shall be administered by JAMS pursuant to either its Comprehensive Arbitration Rules or Streamlined Arbitration Rules and Procedures depending upon the amount of the damages claimed, excluding attorneys' fees. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Nothing in this paragraph shall be deemed as preventing Flora from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of this site, the Services, the Terms or Additional Terms must be filed within one (1) year after such claim or cause of action arose.

If any provision of the Terms is found by a court of competent jurisdiction or arbitrator or arbitration panel to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible and the other provisions of the Terms shall remain in full force and effect.

If any action at law or in equity is necessary to enforce these Terms, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for

any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

28. No Class Actions.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION YOU MAKE AGAINST FLORA ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE SERVICES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS FLORA AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS.

YOU FURTHER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND FLORA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION.

29. Entire Agreements and No Waiver.

The Terms and Additional Terms (and any terms which are incorporated by reference herein or hereinafter implemented) constitute the entire agreement between you and Flora in connection with your use of the Services. The titles contained in the Terms are inserted only as a matter of convenience and have no legal or contractual effect. You agree that the Terms will not be construed against Flora by virtue of having drafted them.

The failure of Flora to enforce any of its rights or act with respect to a breach of the Terms by you or others does not constitute a waiver of any such rights and will not limit Flora's rights with respect to such breach or any subsequent breaches. No waiver by Flora of any of the provisions in the Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Flora.

30. Official Correspondence.

Official Correspondence may be sent to hello@heyflora.com

31. Modification of Terms.

Flora reserves the right to change these Terms from time to time and at its sole discretion. The last time these Terms were revised is set forth below. Your continued use of Flora's website after the last revision date indicates your acceptance of all revisions.