

Hippo Builder Insurance Agency, LLC Terms and Conditions

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1. You agree to these Terms and Conditions.

Hippo Builder Insurance Agency, LLC ("HBIA," "we," "our" and "us") provides the websites, products, and services offered by or through one or more of us (collectively, the "Site") subject to these Terms and Conditions (these "Terms and Conditions"). These Terms and Conditions are in addition to any other agreements between

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Please read these Terms and Conditions carefully before accessing or using any part of this Site. By accessing or using this Site, you agree to be bound by these Terms and Conditions, as amended from time to time, as well as the [HBIA Privacy Policy](#), which is hereby incorporated into these Terms and Conditions. By agreeing to be bound by these Terms and Conditions, you agree to be bound by the jury trial and class action waiver below. If you do not wish to agree to these Terms and Conditions, do not access or use any part of this Site.

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- you will not misrepresent your identity, account information, or Materials (including information relative to our providing you services);
- you will keep account information secure, up to date, and accurate; and
- if you provide HBIA with credentials relating to third-party sites, you are a legal owner, or an authorized user, of the accounts at third-party sites that you include or access through the Site, and that you have the authority to (i) designate HBIA as your agent, (ii) use the services, and (iii) give HBIA the passwords, usernames, and all other information you provide.

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5. We limit our liability to you.

HBIA does not assume any liability for the Site Content. The Site Content is not and should not be construed as insurance advice. Reliance on the Site Content is solely at your own risk. Any insurance, product, or services purchasing conclusions and decisions such as coverage amounts, limits and deductibles are solely the responsibility of the insured. At the time of a claim, coverage will be determined in accordance with the terms of the applicable insurance policy, or product or service terms and not the Site Content. Accordingly, you are encouraged to view or download a specimen of your actual policy documentation prior to making any purchase decision.

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6. We prohibit certain, illegal conduct.

You agree to use the Site only for lawful purposes.

You agree not to do any of the following:

- (1) upload to or transmit on the Site any defamatory, derogatory, indecent, profane, obscene, harassing, violent, threatening, illegal or otherwise objectionable material, any material that is contrary to HBIA's [Privacy Policy](#) or otherwise injurious to HBIA or third parties, or any material that may or does infringe in any manner on the copyright, trademark, or other intellectual property rights of any person or entity, or that contains privileged, confidential, proprietary, or trade-secret information of any individual or entity;
- (2) use the Site or Site Content to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction;
- (3) intercept or attempt to intercept electronic mail not intended for you;
- (4) misrepresent an affiliation with any person or organization;
- (5) upload to or transmit on the Site any advertisements or solicitations of business;
- (6) restrict or inhibit use of the Site by others;
- (7) upload or otherwise transmit files that contain a virus or corrupted data, consist of or invoke malicious software code, or consist primarily of an unsolicited electronic mass mailing;
- (8) collect information about others (including email addresses) without their consent;
- (9) download a file or software or include in a message any software, files, or links that you know, or have reason to believe, cannot be distributed legally over the Site or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Site);
- (10) post "spam" or statements political in nature, use the Site to transmit commercial solicitations (except those HBIA pre-approves), post chain letters or engage in other similar activities;
- (11) use the Site or Site Content in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Site or Site Content to impersonate another person or entity;
- (12) violate any applicable law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

(13) use the Site or Site Content in a way that creates liability for HBIA or causes HBIA to lose the services of our service providers;

(14) use the Site or Site Content to access the information and content programmatically by macro or other automated means;

(15) use the Site or Site Content to permit unauthorized entry or access to computer systems;

(16) use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, internet agent, or other automatic device, program, algorithm, or methodology that serve similar purposes to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Site;

(17) use the Site in any way that depletes web infrastructural resources, slows the transferring or loading of any web page, or interferes with the normal operation of the Site; or

(18) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by HBIA, may harm HBIA or users of the Site or expose them to liability.

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11. If you believe your copyright has been infringed upon by any Site Content, you may submit a notification.

If you are a copyright owner or an agent thereof of a work protected by a United States copyright that has been linked to, posted, or stored on the Site without authorization and you believe that any content on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that's allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, including a URL (if applicable). If multiple copyrighted works at a single online site are covered by a single notification, please provide a representative list of such works on that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed (or access to which is to be disabled). Please provide information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate (under penalty of perjury) and that you're authorized to act on behalf of the owner of an exclusive right that's allegedly infringed.

Please direct copyright infringement notifications to:

Hippo Builder Insurance Agency
400 Las Colinas Blvd E, #500
Irving, TX 75039
cc: generalcounsel@hippo.com

You acknowledge that if you fail to comply with all of these requirements, your DMCA notice may not be valid.

If you believe that your content that was removed, or to which access was disabled, from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed (or to which access has been disabled) and the location where the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content;
- Your name, address, telephone number and email address;
- A statement that you consent to the jurisdiction of the federal court in or near Mountain View, California; and
- A statement that you will accept service of process from the person who provided notification of the alleged infringement.

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17. You must comply with applicable laws and regulations.

You are accessing the Site on your own initiative and at your own risk. You are responsible for compliance with all applicable laws, including all applicable federal, state, and local laws and regulations.

18. You must complete all steps to obtain insurance coverage.

All quotes generated in this Site are based on information you provided on this Site, as well as, in some cases, information we obtain from third parties. Quotes do not constitute a contract or an invitation to contract, or a binder or agreement to extend, continue or renew insurance coverage. The coverage descriptions provided in this Site are general descriptions of potentially available insurance coverage products and services and are not a statement of contract or an invitation to contract. To obtain insurance coverage you must complete all required steps through the final application or binding process, such as completing your application and agreements using email or other communication methods. Applications are subject to underwriting guidelines, review, and approval.

19. You agree to comply with the terms for electronic transactions.

We are required by law to provide certain disclosures to you before you enter into a transaction electronically via the Site or by phone. In addition, we need your consent to enter into such transactions before we can deliver, or authorize the delivery of, certain documents to you electronically. If you enter into a transaction with us via the Site, by phone, or through an agent or third party, you acknowledge that you have read and agree to our Electronic Transactions Agreement.

20. We may contact you using text or call.

HBIA, its service providers, and partners may contact you via text or voice call to provide you with their services. These services may include assisting you in the completion of an application for insurance or other marketing purposes by HBIA, its subsidiaries and affiliates, independent contractors, or partner companies regarding HBIA's insurance and non-insurance products and services.

HBIA may offer text messaging services to provide various types of information or services to our customers. Our customers may receive customer service, security-related, or marketing text messages.

By using this Site, you agree to receive text messages from HBIA, its service providers, insurance agents, and partners at the mobile phone number you have provided to us. By providing us your mobile phone number, you confirm that you are the owner or primary user of the mobile phone number. You agree to receive automated texts to confirm your phone number. Message and data rates may apply. An automatic telephone dialing system or prerecorded voice message may be used for communication. Calls may be made even if your phone number is listed on a Do Not Call Registry.

Consent to receiving recurring text messages is not a condition of service from HBIA. Frequency may vary and message and data rates may apply.

If your mobile phone number changes, you are responsible for updating your information. You may do so by logging onto your account and changing your contact information. If you discontinue your phone service, you must unenroll from the text messaging services.

For more information about the messaging programs we offer or if you have any questions or concerns about sending or receiving text messages, please contact us at 1-800-747-3214 or email us at myprivacy@hippo.com. You may view our Privacy Policy for more information about our privacy practices.

If you want to opt out of receiving text messages from HBIA, please respond by texting STOP to the number you received a message from. We will send a confirmation message that validates your desire to unsubscribe.

21. You may participate in smart home programs.

Where available, you may be able to enroll in a Hippo smart home program. To enroll you in a Hippo program offering a smart home device or service, we will need your name, address, phone number, and email address, among other information. HBIA will share this information, and other information, with a carrier or the third-party

smart home device or service provider to enable the third-party provider to enroll you in the program, ship or deliver your device, provide you with their services, and contact you relating to their services.

Following activation of the service, both HBIA and the third-party service provider may continue to collect information about your participation in the smart home program in accordance with their respective privacy policies and terms of use.

By enrolling in any smart home program, you agree to HBIA's [Terms and Conditions](#) and [Privacy Policy](#). If you choose to participate in the use of smart home devices or services, or engage in transactions with any smart home service provider, you acknowledge and agree that HBIA is not a party to, and will not be responsible for, your interaction with such service provider, including its treatment of your information and the terms applicable to any transaction between you and the service provider. You also agree that the third-party smart home products and services are subject to the third-party service provider's terms of use and privacy policy. You agree that HBIA may share your personal information with the third-party service provider or carrier to allow them to contact you and provide you with their services. You agree to that you will (and such service provider may on your behalf) provide HBIA with activation information, including notice of the activation and your personal information associated with the activation, and, on a continuing basis, device status information. You agree that the third-party service provider may share your personal information with HBIA. You understand that the products may not be available in all states and that HBIA does not sell, provide, or endorse the products or services offered by the third-party service provider. You agree that HBIA is not responsible for the third-party service provider's products, services, or their quality or operations and does not make any representations or warranties relating to them.

You understand that your failure to comply with the requirements of the smart home program, including, without limitation, the requirement to continue to provide activation and use information, may, where applicable, result in discontinuing your participation in the smart home program, including, without limitation, any discounts associated with that program.

22. You may participate in our Hippo Home Care program.

Where available, you may be able to enroll in a Hippo Home Care program. The Hippo Home Care program is governed by their own Terms and Conditions.

23. We may terminate these Terms and Conditions without notice.

HBIA may terminate these Terms and Conditions or suspend or limit your account, the Site, or use of the Site or Site Content immediately, without prior notice or additional liability, under our sole discretion, for any reason whatsoever, including, without limitation, your breach of these Terms and Conditions. Upon termination, you shall cease use of the Site and Site Content.

24. Some provisions survive termination.

Provisions that by their nature should survive termination of these Terms and Conditions must survive termination, including without limitation, sections relating to limitation of liabilities and disclaimer of warranties.

25. These Terms and Conditions state our entire agreement.

Except to the extent otherwise set forth herein, these Terms and Conditions set forth the entire understanding between HBIA and you with respect to your access to and use of the Site and Site Content. These Terms and Conditions replace all prior understandings between us.

26. You may not assign these Terms and Conditions.

You may not assign or transfer these Terms and Conditions. We may assign our rights or obligations without your consent or without notice. These Terms and Conditions will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any assignment or transfer in violation of these Terms and Conditions is void.

27. You agree to our governing law and jurisdictional requirements.

These Terms and Conditions are governed by the laws of the State of California, USA, without regard to its conflicts of law principles. Exclusive jurisdiction over any cause of action arising out of these Terms and Conditions or your use of the HBIA Site is in the state or federal courts located in or near Mountain View, California. You submit to the jurisdiction of such courts.

28. You waive any jury trial and class action rights.

WITH RESPECT TO ANY DISPUTE WITH HBI OR OUR SERVICE PROVIDERS, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE OR THESE TERMS AND CONDITIONS, YOU HEREBY (I) GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) GIVE UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

29. Only unenforceable terms will be severed.

If any portion of these Terms and Conditions is found to be unenforceable, the remaining sections of these Terms and Conditions will remain in effect.

30. Our rights are not waived by our failure to exercise a right.

If HBI fails to exercise any of its rights under these Terms and Conditions, any such failure will not constitute a waiver of such right or any other rights under these Terms and Conditions.

31. You may contact us with your questions or concerns.

If you have any questions or concerns about these Terms and Conditions, you may contact us at myprivacy@hippo.com; at 1-800-747-3214; or at Hippo Builder Insurance Agency, 400 Las Colinas Blvd E, #500 Irving, TX 75039.

32. We may obtain your credit report or insurance credit score (Credit Notice).

You confirm that you have read the disclosure in this section relating to your insurance application or quotation, if any:

In connection with this application for insurance, our insurance partners may review your credit report or insurance loss history reports or obtain or use an insurance credit score based on the information contained in that credit report. Our insurance partners may use a third party in connection with the development of your insurance credit score. These reports and information may be reviewed or used by our insurance partners in conjunction your application for insurance to help determine your eligibility for insurance and the price you are charged. Our insurance partners may also pull and use these reports and information to determine price at renewal of your policy or future policy terms.

We will not review your credit report or obtain or use a credit-based insurance score in states where this is prohibited.

You may request that your credit information be updated and if you question the accuracy of the credit information, we will, upon your request, reevaluate you based on corrected credit information from a consumer reporting agency.

By proceeding with your quote, you authorize us and our insurance partners to obtain claim or loss history and credit reports on your own behalf, on behalf of your spouse or domestic partner, if applicable, or on behalf of any co-applicants.

Our insurance partners may use information from public sources or third parties. Examples of the type of information collected include insurance claims histories, loss histories, credit reports, and credit-based insurance scores. Please note that claims, losses, or credit history information obtained after we provide you with your initial premium quote or when we evaluate a renewal quote could impact the quoted or current premium or eligibility for a given product.

Our insurance partners may review your credit report and the credit report of any individual listed in the application or obtain or use an insurance credit score based on the information contained in the credit report, where permitted by law.

Our insurance partners may continue to use and update your consumer reports and other information to update or renew your insurance policy or calculate your premium.

Insurance prices and products may vary based on how you buy (such as mobile, tablet, phone, or agent). Please answer our questions accurately. Claims or loss histories discovered afterwards or when we order insurance

histories or consumer reports may cause rates to be higher (as compared to those items being disclosed by you).

We may provide you with quotes from more than one insurance company. We may share your information with third parties to provide comparison rates and offers from such insurance companies. Those companies may use information obtained from us, from you, and from other sources, such as your insurance claims, loss history, or credit reports. Each company may have different policies relating to the use, collection, and sharing of your personal information. Please review the privacy policies of those companies to understand additional details.

By proceeding with your quote, you hereby provide express consent to be contacted by phone call, text message, or email for marketing purposes by HBIA, its subsidiaries and affiliates, independent contractors, or partner insurance companies regarding insurance products and services using the phone number or email address you have provided to us, even if your phone number is listed on a Do Not Call Registry. An automatic telephone dialing system or prerecorded voice message may be used for this communication. Message and data rates may apply. Your consent is not a condition of purchase.

Property insurance quotes are not applications for insurance. Quotes are only initial estimates that are based in part on preliminary information you provide, information from consumer reporting agencies or other third parties, and your insurance score. When you complete the quote process, the information you provided may be verified and we may obtain additional consumer reports, including your claim and insurance history. You may be asked additional underwriting questions and the identification of the property or risk to be insured may be verified. Premium, coverages, discounts, deductibles, and eligibility are subject to change based on this information and your complete application.

Receipt of an insurance quote does not guarantee that your application will be accepted should you apply for insurance. Similarly, our inability to provide you with an online insurance quote does not always mean that your application for insurance will be rejected, if you elect to submit an application.

The questions we ask for insurance quote requests may vary from state to state. Insurance quotes are based in part on the information you provide, underwriting guidelines and models, and other applicable information.

HBIA may collect, use, and share your personal information in accordance with its [Privacy Policy](#) and as otherwise required or permitted by law. The statements on this HBIA Credit Notice are only applicable to the extent permitted under applicable law. Please also review the remainder of these Terms and Conditions for further information.