

TERMS OF USE

Use of this internet website (the "Website") is subject to the following Terms of Use ("Terms"). Please read these terms and conditions carefully. By using or accessing the Website, you accept and agree to be bound by these Terms. These Terms apply only to your use of the Website and do not change or alter any other contract or agreement between you and Affirmative Insurance Holdings, Inc. or any of its subsidiaries or affiliates (collectively, "Affirmative"). If you do not agree to be bound by all of these Terms, please exit the Website.

USE OF THE WEBSITE

Affirmative reserves the right, in its sole discretion, to modify or change these Terms at any time and without prior notice. You should review the most current version of these Terms at www.affirmativeinsuranceholdings.com using the link labeled "Terms of Use." You should periodically refer to the contents of this document for any changes. Your continued use of the Website following the posting of any changes to the Terms constitutes continued acceptance of those changes. If you do not wish to be bound by the Terms, please discontinue using and accessing the Website immediately. By accessing and using any of the Website you represent that you understand that through such access and usage you are legally bound by these Terms. You further agree that any information you provide through this site will be truthful and accurate.

INTELLECTUAL AND PROPRIETARY PROPERTY RIGHTS

All information provided on the Website, including but not limited to text, data, and graphics (the "Content") is owned by or licensed to Affirmative. Affirmative and its licensors retain all proprietary rights to the Content, which, unless otherwise indicated, is protected by copyright and trademark laws. All unauthorized use of published information (including email addresses) is strictly prohibited without prior written permission from Affirmative.

Each individual document published by Affirmative on the Website or transmitted via email may contain other proprietary notices and copyright information relating to that individual document. Likewise, any product, process, or technology contained in individual documents on the Website may be the subject of other intellectual property rights reserved by Affirmative and may not be licensed hereunder.

All trade names, trademarks, service marks, images and logos on materials, including electronic facsimiles, published by Affirmative are proprietary to their respective owners and are protected by applicable trademark and copyright laws. Any unauthorized use of Affirmative owned marks or graphics is strictly prohibited. No part of the Website may be reproduced, disseminated, published, or transferred without first obtaining written permission from Affirmative.

You may not, nor may you allow others to, directly or indirectly, attempt or actually disrupt, impair or interfere with, alter, or modify the Website or Content. Likewise, you may not, nor may you allow others to, directly, or indirectly, collect or attempt to collect any information about our Customers, including passwords, account, or other data.

You may print or copy pages on the Website for your personal, non-commercial use provide that you do not alter or revise the content and that you retain all copyright, trademark, or other notices. Any and all other uses are strictly prohibited.

ILLEGAL ACTIVITIES PROHIBITED

As a condition of your use of the Website, you warrant to Affirmative that you will not use the Website or any information contained on the Website for any purpose that is unlawful or prohibited herein. You may not use this site to engage in any illegal activity or any conduct which is defamatory, libelous, threatening, harassing, pornographic, offensive, indecent, discriminatory or offensive on the basis of sex, color,

national origin, race, age, religion, sexual orientation or disability, or which infringes on a third party's intellectual property or other proprietary rights.

DISCLAIMER OF WARRANTIES

All Content on the Website and/or transmitted via email is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Affirmative expressly disclaims liability for any errors or omissions in the information and materials in the Website. No warranty of any kind - implied, express, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus - is given in conjunction with the information and materials contained in the Website.

Content may include technical inaccuracies or typographical errors. Changes may be periodically made to the Content and these changes will be incorporated in new editions of the Content. Affirmative may make improvements and/or changes in the products and/or services described in the Content at any time without notice.

Affirmative does not warrant that the Website will be without error or interruption.

LIMITATION OF LIABILITY

You assume sole risk associated with using the Website and its Content. Under no circumstances will Affirmative, its officers, directors, employees, agents, affiliates, or anyone involved in creating, producing, or delivering the Website, be liable for any direct, indirect, punitive, incidental, special, consequential, or other damages, losses, or other expenses arising out of, related to, or in connection with the Website, its Content, or the use thereof or in connection with the inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure, whether such claims for damages are based in contract, tort, strict liability, or otherwise, even if Affirmative, or its representatives, are advised of the possibility of such damages, losses, or other expenses.

APPLICABLE LAW

The Website is operated and intended for use only in the United States of America. Affirmative does not make any representations that the Content on the Website is appropriate or made available for use outside of the United States of America, and access to the Website from territories where its Content is illegal is prohibited. If you choose to access the Website from outside the United States of America, you are solely responsible for compliance with applicable local laws.

These Terms shall be governed by and interpreted according to the laws of the State of Illinois, without respect to its choice of law provisions. The Circuit Court of the Eighteenth Judicial District, DuPage County, Illinois shall have exclusive jurisdiction over any and all disputes arising out of, related to, or in connection with these Terms, the Content, and/or the Website.

To the extent that any court of competent jurisdiction determines that any portion or provision of the Terms is determined to be unlawful, void, or unenforceable, such determination shall not affect the validity or enforceability of any other provision.

TIMELINESS OF CONTENT

The Content, including, but not limited to, ratings, reports, studies, and other commentary is current as of the date published or indicated on the Content and is subject to change without notice. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent Content.

PRIVACY POLICY

Affirmative encourages you to read its Privacy Policy for a description of its use and protection of non-public personal information.

CHANGES TO THE WEBSITE

Unless otherwise agreed, Affirmative may discontinue or modify the Website or Content at any time and without prior notice. Continued usage of the Website implies acceptance of those modifications.

EMAILS TO AFFIRMATIVE ADDRESSES

The Affirmative email system is a private email system intended only for purposes authorized by Affirmative. Affirmative prohibits numerous unsolicited commercial email messages to be sent, or caused to be sent, to any affirmativeinsurance.com email address; prohibits any email message to be sent, or caused to be sent, to any affirmativeinsurance.com email address that makes use of a forged header, deceptive addressing, or which attempts in any manner to disguise the source of the email; and prohibits the harvesting or collection of the email addresses of Affirmative employees, agents, and independent contractors from the Website for the purpose of sending bulk email to affirmativeinsurance.com email addresses or for any other purpose.

Affirmative expressly reserves the right to take the appropriate measures to prevent the misuse of its email system by unauthorized users. Affirmative's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Affirmative's rights.

LINKS TO THIS WEBSITE AND FRAMING POLICY

The Website is protected by applicable copyright laws. Accordingly, you may not copy, distribute, modify, publish, replicate, create derivative works, post, frame-in, or otherwise use any of the Website or the Content posted on the Website without prior written permission from Affirmative

Unless outlined by a specific agreement between you and Affirmative, any link created from another website to the Website must (1) resolve to the top-level homepage of an Affirmative domain; (2) not remove, distort, or otherwise alter the size or appearance of any Affirmative-owned logo or trademark; (3) not create a frame or any other browser or border environment around the Website; (4) not in any way imply that Affirmative is endorsing any products or services other than its own or that of its subsidiaries and affiliates; (5) not misrepresent your relationship with Affirmative nor present any other false information about Affirmative; (6) not otherwise use any Affirmative logos or trademarks displayed on the Website without express written permission from Affirmative; (7) not link from a website that is not owned by you unless you have permission from the owner to do so; and (8) not contain content that is distasteful, offensive, or controversial, infringes upon any intellectual property rights or other rights of any other person, or otherwise does not comply with all applicable laws and regulations.

You shall fully indemnify Affirmative for any and all losses or damages, without limitation, suffered by Affirmative and/or its subsidiaries and affiliates for breach by you of the preceding paragraph.

LINKS TO THIRD PARTY WEBSITES

The Website may include links to websites that are owned and/or operated by parties other than Affirmative, which links are furnished to you strictly for your convenience. Affirmative does not control, and is not responsible for the security of, or the content or privacy policy appearing on the websites. Such links do not imply Affirmative's endorsement or approval of material on any other website. Please be aware that Affirmative is not responsible for the privacy practices of those websites. If you choose to establish a link to any such websites, you do so at your own risk. Affirmative encourages you to read the privacy policies of every website you visit, as each website's privacy policy may be different from the privacy policy of Affirmative

TERMINATION

Affirmative reserves the right to terminate your access to the Website for any reason and without prior notice.