

iFlyQuote, Inc.
TERMS AND CONDITIONS OF SERVICE AGREEMENT
Last Revised: May 1, 2018

This Terms and Conditions of Service Agreement is a binding legal agreement between you and iFlyQuote, Inc., a California corporation with its principal office at 1465 Mountain Vista Drive, Corona CA 92881. Your use of iFlyQuote's website ("**Website**") or the subscription service offerings, application, platform, software and/or related functions, or services offered on the Website (collectively, "**Service Offerings**") is subject to this Terms and Conditions of Service Agreement ("**Agreement**" or "**Terms**"). Both Website and Service Offerings may be referred to collectively as "**Services**".

The terms "**iFlyQuote**," "**Company**," "**we**," "**us**," or "**our**" refer to iFlyQuote, Inc. The terms "**you**," "**your**," "**customer**," and "**user**" shall mean you, users of our Services, and any entity or person you represent. Hereinafter, both you and iFlyQuote may be referred to collectively as the "**Parties**".

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES. BY CLICKING AN "I AGREE" BUTTON, A "SIGN UP" BUTTON, OR A "FREE TRIAL" BUTTON, BY CHECKING BOX LABELED WITH TERMS OF ACCEPTANCE, AND/OR BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT (1) YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT, WHETHER FOR YOURSELF OR ON BEHALF OF ANOTHER PERSON OR ENTITY THAT YOU REPRESENT; (2) YOU HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT; AND (3) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER PERSON OR ENTITY, YOU AGREE TO THIS AGREEMENT ON THE OTHER PERSON OR ENTITY'S BEHALF. ANY FUTURE RELEASE, UPDATE, OR OTHER ADDITION TO FUNCTIONALITY OF THE SERVICES SHALL BE SUBJECT TO THIS AGREEMENT. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OF THOSE FREE SERVICES. YOU MAY NOT ACCESS OR USE OUR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US OR IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION (SECTION 18.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

This Agreement is effective between you and us as of the date of your accepting this Agreement ("**Effective Date**").

1. OUR SERVICES

- 1.1 Our Services may present indicative quotes from insurance companies we represent. These indicative quotes are subject to full underwriting and may be subject to adjustment from the insurance companies and are in no way binding until notified as such in writing. The Services are available as a free trial or as a paid subscription as indicated below.
- 1.2 The Services are provided from the United States. However, you understand that you can access the Services, Site Content (defined below), and User-Generated Content (defined below) from outside of the United States (subject to applicable laws) and that nothing prohibits the processing of information outside of the United States. The laws of other countries may differ regarding the access and use of the Website and the Services. We make no warranties or representations regarding the legality of this Website and the Services in any other country, and it is your responsibility to ensure that your use of this Website and the Services complies with all applicable laws.

2. PRIVACY

By using our Services, you agree to our Privacy Policy (“**Privacy Policy**”). This Agreement incorporates this Privacy Policy in full and by agreeing to this Agreement, you agree to be bound by the terms of the Privacy Policy that we may collect, store, use, disclose, and share information about you in accordance with the Privacy Policy provisions. This Privacy Policy may be updated from time to time and can be accessed at www.iFlyQuote.com.

3. CHANGES TO THIS AGREEMENT

We reserve the right to modify this Agreement. We will post the most current version of this Agreement at www.iFlyQuote.com. If we make material changes to this Agreement, you agree and understand that we will notify you via the Services and/or by email address associated with your Account (defined below) as described in Section 4 below. If you do not accept the changes, you must stop using and cancel your Account by emailing www.iFlyQuote.com. Your continued use of our Services after we publish or send a notice about our changes to this Agreement means that you are consenting to the updated terms.

4. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering with us or signing up for Services and unless required otherwise by applicable laws and regulations, you understand and agree that we may send you (including via email) information electronically regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features; (c) updates to this Agreement and our Privacy Policy; (d) documents, records, information (“**Documents**”) and/or billing statements (“**Bills**”); and (e) newsletters as well as promotional and marketing information and materials regarding our Services. Documents and Bills have the same legal effect as paper documents. Please review your settings in your account to control the messages you receive from us or unsubscribe by following the instructions in the message. Notices emailed to you will be considered given and received when the email is sent.

5. REGISTRATION

5.1 As a condition to our Services, you may be required to register an account and create a username and password (“**Account**”). You may not select a username intended to impersonate another person or identity, that is subject to rights of another person or identity, or that is obscene or vulgar. We reserve the right to refuse or cancel registration of any username in our sole discretion. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify us at support@iflyquote.com of any security breach of your Account. We shall not be responsible for any losses arising out of the unauthorized use of your Account.

5.2 You agree to provide accurate and complete information when you register with, and as you use, the Services, and you agree to update your Account and registration information to keep it accurate and complete. You agree that we may store and use the Account and registration information you provide for use in maintaining and billing fees to your Account.

6. LICENSE

6.1 Subject to the terms and conditions in this Agreement, we hereby grant you, and you accept, a nonexclusive, nontransferable, nonsublicensable, and revocable license to access and use the Services in accordance with this Agreement on a device that you own or control (“**License**”). The License is effective until terminated by you or us as further described under the Termination provision (Section 7) below.

6.2 The rights granted to you in this Agreement are subject to the following restrictions:

- a. This License allows only a single user (you) to access and use the Services on a single device, whether a computer or a mobile device, at a time. This License does not allow the Services to be accessed by and used on a public computer, and you may not make the Services available over a network where it could be accessed or used by multiple computers at the same time.
- b. You shall not license, sublicense, sell, rent, lease, lend, assign, distribute, or otherwise redistribute the Services or any written and visual content displayed or used on the Website or Services including all text, graphics, design, user interfaces, sound, image, video, artwork, features, and computer code, and other matters related to the Website and Services content (“**Site Content**”), whether in whole or in part. No part of the Services and Site Content may be copied, reproduced, published, hosted, downloaded, displayed, exploited, posted or transmitted in any form or by any means in any unauthorized way whatsoever;
- c. You will not make any Services or Site Content available to anyone other than you, or use any Services or Site Content for the benefit of, anyone other than you, unless expressly stated otherwise in your online order and expressly agreed by us;
- d. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services or Site Content;
- e. You shall not access the Services and Site Content in order to build a similar or competitive website, product, or service using similar ideas, features, functions or graphics of the Services and Site Content; and
- f. You must comply with our Acceptable Use Policy (defined and described below).

7. TERMINATION

- 7.1 We can terminate this agreement at any time. You can also terminate at any time. Termination does not alter your liability for payments.
- 7.2 If you terminate the Services, your Services end at the end of your current Services period or payment period, and no refunds for previously paid services will be issued.
- 7.3 If we terminate your rights under this License due to your failure to comply with any term(s) of this License, your license will terminate automatically without notice from us. Upon termination of the License, you shall cease all use of the Services. We reserve the right to suspend or terminate your access to the Services at any time in our sole discretion. You understand that if your account is suspended or terminated, you may no longer have access to the User-Generated Content that is stored with the Services.

You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

8. OWNERSHIP

The Services are licensed, not sold. All rights not specifically and expressly granted under this Agreement are reserved by us. You expressly acknowledge that iFlyQuote owns all title, ownership rights, interests, and intellectual property rights in and to the Services and Site Content under the laws of the United States, any other jurisdiction or any treaty. Your License confers no title or ownership in the Services or Site Content and should not be construed as a sale of any rights in the Services or Site Content. You agree not to do anything inconsistent with our ownership, including without limitation, challenging iFlyQuote's ownership of intellectual property rights and challenging the validity of the License granted herein.

9. INTELLECTUAL PROPERTY

9.1 We reserve all of copyrights, trademarks, trade secrets, patents and other intellectual property rights (registered and unregistered) in and on our Services and Site Content, and other matters related to the Website and Services.

9.2 You agree that our Services and Site Content contain proprietary information and material that are owned by us, and is protected by applicable intellectual property and other laws. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of our Services in compliance with this Agreement.

10. ACCEPTABLE USE POLICY

The following terms constitute our "**Acceptable Use Policy**":

10.1 You further agree not to use the Services in any manner to harass, abuse, threaten, defame, or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, or illegal messages or transmissions that you may receive as a result of using any of the Services.

10.2 You agree you will not, nor will you encourage others or assists others, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization or us and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or

impair the Services (or any network connected to the Services); (b) sell, resell, or redistribute the Services or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by us) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Services or in violation of this Agreement; (f) use the Services to violate any law of distribute malware or malicious content; or (g) distribute, post, share information or content you do not have the right to or is illegal.

10.3 You agree not to use the Services to collect, upload, transmit, display, or distribute any User-Generated Content (defined below) (a) that infringes or violates any right or any other party, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (c) that is harmful to minors in any way; or (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. You further agree that we are not in any way responsible for any such use by you.

10.4 Notwithstanding any other provision of this Agreement, we reserve the right to change, suspend, remove, or disable access, make necessary deployments of changes, updates, or enhancements to any of our Services and Site Content at any time without notice. We may also add or remove functionalities or features, or we may impose limits on the use of or access to certain features or portions of our Services and Site Content or suspend or stop the Services altogether. In no event will we be liable for making these changes. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Services or Site Content.

10.5 We reserve the right (but have no obligation) to review any User-Generated Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User-Generated Content, terminating your Account in accordance with our Termination provision (Section 7), and/or reporting you to law enforcement authorities.

10.6 If you provide us with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. We will treat any Feedback you provide to us as

non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

- 10.7 As part of our efforts to protect the Services, protect our users, or to stop you from breaching this Agreement we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

11. USER-GENERATED CONTENT

11.1 **“User-Generated Content”** means any and all information and content that a user submits to, or uses with, the Services. You are solely responsible for (a) your User-Generated Content and (b) making sure that you have all the rights you need to the User-Generated Content. You assume all risks and liabilities associated with use and submission of your User-Generated Content. You hereby represent and warrant that your User-Generated Content does not violate our Acceptable Use Policy. You may not represent or imply to others that your User-Generated Content is in any way provided, sponsored or endorsed by us. In addition, by storing, using or transmitting User-Generated Content you cannot and will not violate any law or this Agreement. We are not obligated to backup any User-Generated Content, and your User-Generated Content may be deleted at any time without prior notice.

11.2 You hereby grant (and you represent and warrant that you have the right to grant) to us an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User-Generated Content, and to grant sublicenses of the foregoing rights, (a) for the purposes of including your User-Generated Content in Services and/or Site Content, (b) as necessary for us to provide and/or to improve the Services and Site Content, (c) as otherwise permitted by this Agreement, (d) as otherwise required by law, regulation or order, or (e) to respond to an emergency. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User-Generated Content.

11.3 You will not be able to transfer or export your data or User-Generated Content; however, we may (but are not obligated to) retain or make your data or User-Generated Content available to you for a minimum of 30 days and up to 1 year (unless a longer retention period is required or permitted by law) from the day you cancel the free trial or the paid monthly subscription plan. After such 30-day period, we will have no obligation to maintain or provide any your data/User-Generated Content and may thereafter delete or destroy all copies of same.

12. FREE-TRIAL SERVICES

If you register on our Website for a free trial, we will make one or more Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Services, (b) the start date of any paid subscription Services ordered by you, or (c) termination by us in our sole discretion. Your trial period starts on the day you create the trial account and lasts for 30 days. In the event you choose to subscribe to a paid-subscription Services plan, after the trial period ends, this Agreement shall continue in effect and you will be required to pay the applicable subscription fee for the Services.

13. PAID-SUBSCRIPTION SERVICES

13.1 You may purchase Services as a monthly subscription plan at the pricing indicated on the Website. Each subscription grants only one license. Therefore, each subscription is subject to a single user usage limit, accessible only by one user on one device at a time (see our License provision (Section 6)). User's subscription may not be shared with any other individual. The subscription period for the Services will be for one month and will automatically renew. We reserve the right to change this plan and option at any time.

13.2 If you choose to subscribe to our monthly subscription plan, you agree to pay the fees as quoted to you when you purchase the Services. Except as otherwise specified herein or on the Website, fees are based on Services purchased and not actual usage. Payment obligations are noncancelable and fees paid are non-refundable. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. We reserve the right to change fees or prices at any time. If you do not agree to these changes, you must stop using the Services and cancel via email to support@iflyquote.com (with cancellation confirmation from our representative).

13.3 We may use a third-party vendor to process payment for our Services. You will provide us with valid and updated credit card information or with an alternative document reasonably acceptable to us or our third-party vendor. You agree to notify us of any changes to such information. If you provide credit card information to us or our third-party vendor, you authorize us to charge such credit card for subscription listed on the Website. Such charges will be made in advance or shortly after purchase and will automatically continue monthly on a recurring basis until you cancel or the terms in the Termination provision (Section 7) applies.

14. INDEMNIFICATION

14.1 To the extent not prohibited by law, you will defend, indemnify, and hold us, our partners, affiliates, contractors, officers, directors, employees, and agents, harmless from any losses, damages, liabilities, and costs (including without limitation reasonable attorneys' fees) arising directly or indirectly from (a) your acts and omissions to act in using the Services pursuant to this Agreement (b) any User-Generated Content or information provided by you, or your use of the Services or Site Content that: (i) infringes a registered patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of our actions); or (ii) violates applicable law, a third party's rights, or this Agreement. We will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

14.2 We reserve the right, at our option and sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third party agreement that would, in any manner whatsoever, affect our rights, constitute an admission of fault by us or bind us, without our prior written consent. In the event we assume control of the defense of such claim, we shall not settle any such claim requiring payment from you without your prior written approval.

15. NO WARRANTY

15.1 TO THE EXTENT NOT PROHIBITED BY LAW, WE (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AVAILABLE ON OR THROUGH THE SERVICES WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

15.2 IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

16. LIMITATION OF LIABILITY

16.1 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR: ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT, LOSS OF DATA, BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OUR SERVICES, HOWEVER CAUSED, AND WHETHER THEY ARISE UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), AND WARRANTY OR OTHERWISE, AND EVEN IF WE HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

16.2 IN ANY CASE AND TO THE EXTENT NOT PROHIBITED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) WILL NOT EXCEED THE AMOUNT OF ONE TIME OF THE MOST RECENT MONTHLY FEE THAT YOU PAID FOR THE SERVICES. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

16.3 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.

17. CONFIDENTIALITY

You may be given access to certain non-public information and specifications relating to the Services, Site Content, or this Agreement (“**Confidential Information**”), which is confidential and proprietary to us. You may use this Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not disclose any of this Confidential Information to any third party without our prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

18. GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER

18.1 Governing Law. You agree that (i) the Services shall be deemed solely based in California and (ii) the Services shall be deemed a passive one that does not give rise

to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement 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. You agree to submit to the personal jurisdiction of the federal and state courts located in Riverside County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Riverside County, California, is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

18.2 Arbitration. Any legal controversy or legal claim arising out of or relating to this Agreement, the Services or the Site Content, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, intellectual property ownership or infringement, shall be settled solely by confidential binding arbitration with the commercial arbitration rules of JAMS ("**Rules**"). Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Corona, California, and in accordance with the Governing Law Section above. To the extent permitted by law, each party shall bear one-half of the arbitration fees and costs incurred through JAMS, and each party shall bear its own attorneys' fees.

18.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, WE 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 PROCEEDING OF ANY KIND.

19. GENERAL TERMS

- 19.1 Entire Agreement. This License constitutes the entire agreement between you and us relating to the Services and supersedes all prior or contemporaneous agreements, representations, and/or understandings regarding such subject matter.
- 19.2 Amendments/Modifications. No amendment to or modification of this License will be binding unless in writing and signed by us.
- 19.3 Severability. This Agreement applies to the maximum extent permitted by relevant law. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any provision hereof prohibited or unenforceable in any respect.
- 19.4 Assignment and transfer. We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Services, unless we allow you to do so in writing.
- 19.5 Independent Contractors; No third-party beneficiaries. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Instead, the relationship between the Parties is that of independent contractors. There are no third-party beneficiaries under this Agreement.
- 19.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 19.7 Export Controls. You represent and warrant that (i) you are not located in a US embargoed country, and (ii) you are not listed on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other prohibited restricted party lists. You also agree that you will not use the Services for any purposes prohibited by United States law. You must comply with all domestic and international export laws and regulations that apply to your use of the Services and Site Content.

20. NOTICE

Any questions, complaints or claims with respect to the Services should be directed to:
iFlyQuote, Inc.
1465 Mountain Vista Dr.
Corona, CA 92881