

# Innovative Captive Strategies Terms of Use

Effective: February 22, 2019

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Innovative Captive Strategies  
Attn: Legal Department  
2727 Grand Prairie Parkway  
Waukee, IA 50263

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At Innovative Captive Strategies' sole discretion, we may modify or discontinue the websites, or may modify, suspend, or terminate your access to the websites, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the websites, Innovative Captive Strategies reserves the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the websites is terminated, this Agreement will remain enforceable against you. Additionally, all of your obligations and Innovative Captive Strategies' rights that should by their nature survive termination of your use of the websites, including but not limited to your warranty and indemnification obligations and the disclaimers and limitations on Innovative Captive Strategies' liability, shall survive and continue in full force and effect.

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By using the Innovative Captive Strategies websites, you agree that Innovative Captive Strategies, at its sole discretion, may require you to submit any disputes arising from the use of the Innovative Captive Strategies websites, or concerning these Terms of Use, to final and binding arbitration under the international Rules of Arbitration of the American Arbitration Association. Such claims will be presided over by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, the laws of the State of Iowa shall govern such proceedings.

Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential, or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by law.

## General Provisions

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Innovative Captive Strategies' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

This Agreement and the use of the Innovative Captive Strategies websites shall be governed by and construed in accordance with the laws of the State of Iowa, excluding its conflict of law rules. You and Innovative Captive Strategies expressly agree that jurisdiction over any venue in any legal or administrative proceeding directly arising out of or relating to the Innovative Captive Strategies websites shall be in the state and federal courts in Polk County, Iowa. Any cause or claim must be commenced within one (1) year after the cause or claim of action arises.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any portion of this agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.