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First Insurance
Company of Hawaii®
A Member of the Tokio Marine Group

TERMS OF USE

These online and mobile resources terms of use (“**Terms**”) are entered into by and between you and First Insurance Company of Hawaii (“**FICOH**”, “**we**”, “**us**,” or “**our**”) and govern your access to and use of our online and mobile resources that link to these Terms, and all portals, mobile resources, services, features, content, promotions, materials, tools, and functionality provided by us in connection with our online and mobile resources (collectively, the “**online and mobile resources**”). The term “you,” as used in these Terms, means any person or entity who accesses or uses the online and mobile resources.

Please read the following Terms carefully as they affect your legal rights. These Terms contain an arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes rather than jury or any other court proceedings, or class actions of any kind. The arbitration agreement is set forth in the “Arbitration Agreement” section below.

By using the online and mobile resources, you accept and agree to be bound and abide by these Terms. If you do not accept these Terms, please do not access or use the online and mobile resources. If you are an individual accessing or using the online and mobile resources on behalf of, or for the benefit of any, partnership, or other entity with which you are associated (an “**organization**”), then you are agreeing to these Terms on behalf of yourself and such organization, and you represent and warrant that you have the legal authority to bind such organization to these Terms. References to “you” and “your” in these Terms will refer to both the individual using the online and mobile resources and to any such organization.

1. SCOPE

If you are a FICOH policyholder, your relationship with FICOH is also governed by other agreements. Where your use of online and mobile resources falls within the scope of those other agreements, to the extent that there is any conflict between these Terms and those other agreements, your other agreements will apply.

Similarly, if you have entered into a separate written agreement with FICOH governing your relationship with FICOH, your relationship with FICOH is also governed by such separate written agreement. Where your use of online and mobile resources falls within the scope of those other agreements, to the extent that there is any conflict between these Terms and those other agreements, your other agreements will apply.

Certain sections of the FICOH websites may contain separate terms and conditions, which are in addition to these Terms. You should read those additional terms and conditions carefully. By accessing such sections or pages, you agree to be bound by those additional terms and conditions. In the event of a conflict, those additional terms and conditions will govern your use of those sections or pages. You may be asked to execute supplemental agreements before you are permitted to access or use certain features

or functionality within the online and mobile resources (each, a "**supplemental agreement**"). These Terms are in addition to any supplemental agreement and are not intended to supersede or modify any such supplemental agreement.

2. ACCOUNT ELIGIBILITY AND USE CONTROLS

Eligibility; Age Restrictions. The online and mobile resources are intended solely for individuals who are at least eighteen (18) years of age or the age of majority in their jurisdiction, whichever is greater. By accessing or using the online and mobile resources, you represent and warrant that you meet these eligibility requirements. If you are under the required age, you may not access or use the online and mobile resources.

3. Account Registration And Security. Certain features of the online and mobile resources may require you to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to keep it accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify FICOH immediately of any unauthorized use of your account or any other breach of security. FICOH reserves the right to require multi-factor authentication or other security measures at any time. FICOH will not be liable for any loss or damage arising from your failure to comply with these requirements.

4. CHANGES TO THE TERMS

We may revise and update these Terms from time to time in our sole discretion, in accordance with applicable law. All changes are effective immediately when we post them, and your continued use of the online and mobile resources following the posting of revised Terms means that you accept and agree to the changes.

5. ACCESSING THE ONLINE AND MOBILE RESOURCES

We reserve the right to terminate, alter, or amend the online and mobile resources, and any service, content, or material we provide on the online and mobile resources, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the online and mobile resources is unavailable at any time or for any period.

6. INTELLECTUAL PROPERTY RIGHTS

The online and mobile resources and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by FICOH, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property rights laws. All rights not specifically granted herein are reserved by FICOH.

These Terms permit you to use the online and mobile resources for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our online and mobile resources except for your personal, non-commercial use. If we provide social media features, you may take such actions as are enabled by such features.

No right, title or interest in or to the online and mobile resources or any content on the online and mobile resources is transferred to you under any circumstances, and all rights not expressly granted are reserved by FICOH. Any use of the online and mobile resources not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

7. TRADEMARKS

All trademarks, service marks, logos and trade names which appear on the online and mobile resources, whether registered or not (including but not limited to: the word mark "FICOH," and all associated logos) (the "**Marks**") are and remain the exclusive property of FICOH or its licensors (as applicable) and are protected by applicable intellectual property and trademark laws and treaties. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify any of the Marks in any way, including in advertising or publicity pertaining to distribution of materials on the online and mobile resources, without FICOH's prior consent, which shall be in FICOH's sole discretion. The use of any of the Marks on any other website is prohibited without the express written consent of FICOH.

8. PROHIBITED USES

You may use the online and mobile resources only for lawful purposes and in accordance with these Terms. You agree not to use the online and mobile resources:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate FICOH, a FICOH employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the online and mobile resources, or which, as determined by us, may harm FICOH or users of the online and mobile resources or expose them to liability.
- If you are a competitor, or for purposes of monitoring the online and mobile resources' availability, performance or functionality, or for any other benchmarking or competitive purposes.

Additionally, you agree not to:

- Use the online and mobile resources or any device, software or routine in any manner that could disable, overburden, damage, or impair the proper working of the online and mobile resources or interfere with any other party's use of the online and mobile resources, including their ability to engage in real time activities through the online and mobile resources.
- Modify copies of any materials from the online and mobile resources.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the online and mobile resources.
- Use any robot, spider or other automatic device, process or means to access the online and mobile resources for any purpose, including monitoring, scraping, or copying any of the materials on the online and mobile resources.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the online and mobile resources, the server on which the online and mobile resources is stored, or any server, computer or database connected to the online and mobile resources.
- Attack the online and mobile resources via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the online and mobile resources.

9. MONITORING; TERMINATION OF ACCESS

We may monitor and record activity on the online and mobile resources and may remove or disable access to any content or features at any time for any reason, including any violation of these Terms. We may cooperate with law enforcement and regulatory authorities and disclose information as permitted by law.

We may suspend or terminate your access to all or part of the online and mobile resources at any time, with or without notice, for any reason. Upon termination, the rights granted to you under these Terms will immediately cease.

10. NO RELIANCE ON INFORMATION POSTED; GENERAL DISCLOSURES

While we may periodically update or correct information presented on the online and mobile resources, and such information, or other information on the online and mobile resources, may include typographical errors and/or technical inaccuracies and/or omissions. We make no representation or warranty as to the accuracy of any information on the online and mobile resources and expressly disclaim any obligation to update such information. We also reserve the right to make additions, deletions or modifications to any information at any time and from time to time without any prior notice.

Information on the online and mobile resources is for general informational purposes only and does not amend, modify, or supplement any insurance policy. Insurance products are subject to underwriting guidelines, review, and approval. Coverage may not be available in all jurisdictions and is subject to the terms, conditions, limitations, and exclusions of the applicable policy. In the event of any conflict between the information on the online and mobile resources and your policy, the policy controls. Nothing on the online and mobile resources constitutes legal, tax, or other professional advice.

11. PRIVACY

Our Privacy Policy describes our collection, use and disclosure of personal information in connection with the online and mobile resources. Our Privacy Policy is expressly incorporated into these Terms, and by using the online and mobile resources you agree to the collection, use and disclosure practices in our Privacy Policy.

12. THIRD PARTY WEBSITE LINKS AND OTHER INFORMATION; SOCIAL MEDIA

The online and mobile resources may contain links to websites that are owned and controlled by third parties that are not within FICOH's control, which are for your convenience only. The online and mobile resources you can link to have their own separate terms and conditions and privacy policies, which we encourage you to review prior to using such online and mobile resources. We are not responsible and cannot be held liable for the content and activities of these third party online and mobile resources. You therefore visit/access these online and mobile resources entirely at your own risk.

The online and mobile resources may include content and/or materials provided by third parties. All statements and/or opinions expressed in such content and materials are solely the opinions and the responsibility of the person or entity providing such content or materials and do not necessarily reflect the opinion of FICOH. We are not responsible, or liable to you or any third party, for the content or accuracy of any content or materials provided by any third parties.

The online and mobile resources may include features that operate in conjunction with certain third-party social networking websites that you visit such as Facebook, Instagram, YouTube, and others ("**Social Network Features**"). While your use of the Social Network Features is governed by these Terms, your access and use of third-party social networking online and mobile resources is governed by the terms of each such third party site. You are responsible for ensuring that your use of those online and mobile resources complies with any applicable terms of service or other agreements.

13. EXPORT CONTROLS

You may not use, export, re-export, import, sell, transfer, or proxy our online and mobile resources or any content thereon unless such activity is permitted by these terms and such activity is not prohibited by United States law, the laws of the jurisdiction in which you access our online and mobile resources, or any other applicable laws and regulations. In particular, but without limitation, the online and mobile resources and/or any content thereon may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone 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.

By using our online and mobile resources, you represent and warrant that you and any ultimate beneficiary of use of our online and mobile resources are not located in any such country or on any such list. You also agree that you will not use our online and mobile resources for any purposes prohibited by U.S. law.

14. DISCLAIMER OF WARRANTIES

YOUR USE OF THE ONLINE AND MOBILE RESOURCES, THEIR CONTENT, AND ANY SERVICES OBTAINED THROUGH THE ONLINE AND MOBILE RESOURCES IS AT YOUR OWN RISK. THE ONLINE AND MOBILE RESOURCES, THEIR CONTENT AND ANY SERVICES OBTAINED THROUGH OR IN CONNECTION WITH THE ONLINE AND MOBILE RESOURCES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NEITHER FICOH NOR ANY PERSON ASSOCIATED WITH FICOH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE ONLINE AND MOBILE RESOURCES. WITHOUT LIMITING THE FOREGOING, NEITHER FICOH NOR ANYONE ASSOCIATED

WITH FICOH REPRESENTS OR WARRANTS THAT THE ONLINE AND MOBILE RESOURCES, THEIR CONTENT, OR ANY SERVICES OBTAINED THROUGH OR IN CONNECTION WITH THE ONLINE AND MOBILE RESOURCES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR ONLINE AND MOBILE RESOURCES OR THE SERVERS THAT MAKE THE ONLINE AND MOBILE RESOURCES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE ONLINE AND MOBILE RESOURCES OR ANY SERVICES OBTAINED THROUGH OR IN CONNECTION WITH THE ONLINE AND MOBILE RESOURCES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. WHILE WE ATTEMPT TO MAKE YOUR ACCESS AND USE OF THE ONLINE AND MOBILE RESOURCES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR ONLINE AND MOBILE RESOURCES OR THEIR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN THE EVENT OF ANY PROBLEM WITH THE ONLINE AND MOBILE RESOURCES OR THEIR CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE ACCESSING AND USING THE ONLINE AND MOBILE RESOURCES AND THE CONTENT.

15. LIMITATION ON LIABILITY

IN NO EVENT WILL FICOH, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE ONLINE AND MOBILE RESOURCES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE ONLINE AND MOBILE RESOURCES OR SUCH OTHER WEBSITES OR ANY SERVICES OBTAINED THROUGH OR IN CONNECTION WITH THE ONLINE AND MOBILE RESOURCES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. INDEMNIFICATION

You agree to indemnify, defend, and hold FICOH (and its affiliated companies, contractors, employees, directors, officers, licensors, and agents) harmless from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, brought by a third party arising out of or related to (i) your use or misuse of the online and mobile resources; (ii) any violation of applicable law or the rights of any other person or entity by you; or (iii) any breach or violation by you of these Terms.

17. SEVERABILITY; WAIVER; ASSIGNMENT

If any provision of these Terms is held unlawful, void, or for any reason unenforceable, then that provision is deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same.

A waiver of any breach of any provision of these Terms is not construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

You may not assign or transfer these Terms or any rights hereunder without our prior written consent. We may assign or transfer these Terms without restriction, including to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of assets.

18. ARBITRATION; CLASS ACTION WAIVER

Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with FICOH unless you opt out as described below and limits the manner in which you can seek relief from us.

(a) Applicability of Arbitration Agreement

You agree that any dispute or claim relating in any way to your access or use of the online and mobile resources, FICOH’s marketing or advertising practices, to the collection of information on the online and mobile resources, to the sharing of information collected on the online and mobile resources, or to any aspect of your consumer relationship with FICOH, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, nonrepresentative) basis; and (2) you or FICOH may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose, accrued, or were asserted before the effective date of this Arbitration Agreement or any prior version of this Arbitration Agreement.

IF YOU AGREE TO ARBITRATION WITH FICOH, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST FICOH ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST FICOH ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

(b) Informal Negotiation, Initiating Arbitration, Arbitration Rules and Forum

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Before initiating an arbitration proceeding, the parties agree to first attempt to negotiate any dispute in good faith (except any dispute expressly exempted by this Arbitration Agreement) informally for at least thirty (30) days – to initiate negotiations, you must send a letter describing your claim and the relief sought to [add]. If the parties are unable to resolve a dispute through negotiations, the dispute shall be resolved by binding arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Consumer Arbitration Rules (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the

applicable AAA rules. If AAA is not available to arbitrate, the parties will select an alternative arbitral forum.

The place and manner of the arbitration shall be governed by AAA's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Authority of Arbitrator

The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and FICOH. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) Waiver of Jury Trial

YOU AND FICOH HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and FICOH are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) Waiver of Class or Consolidated Actions

YOU AND FICOH AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court.

If more than 100 arbitration demands are filed against FICOH relating to substantially the same conduct or underlying facts by individuals who followed the procedures set forth in Section (b) and are represented by the same counsel or coordinated counsel, FICOH has the right to opt out of this Arbitration Agreement and to have the matter heard in Federal or State court in the State of Hawaii.

(f) 30-Day Right to Opt Out

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address within thirty (30) days after first becoming subject to this Arbitration Agreement: [add]. Your notice must include your name, address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(g) Severability

Subject to Section (e), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(h) Survival of Agreement

This Arbitration Agreement will survive the termination of your relationship with FICOH.

19. GOVERNING LAW

These Terms are governed by the laws of the State of Hawaii without giving effect to any principles of conflict of law.

20. YOUR COMMENTS AND CONCERNS

All feedback, comments, requests for technical support and other communications relating to the online and mobile resources should be directed to: contact@fich.com