

WEBSITE TERMS OF USE POLICY

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Your continued use of this Website following the posting of revised Terms of Use means that you accept and agree to the changes. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check these Terms of Use periodically for updates.

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You must treat user names, passwords or any other piece of information that is part of our security process as confidential. You must not disclose user names, passwords and other security related information to any unauthorized person or entity. You also acknowledge that your account is established for a specific person or entity, and you agree not to provide any unauthorized person or entity with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your user name, password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing); and
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- Attack this Website via a denial-of-service attack or a distributed denial-of-service attack; and
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INDEMNIFICATION

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Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or this Website shall be instituted exclusively in the state or federal courts located in the City of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION

Any dispute or claim relating in any way to your use of the Website will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to AmTrust Financial Services, Inc., Attn: Legal Department. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. WE ALSO BOTH AGREE THAT YOU OR WE MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

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