

Terms of Use

Acceptance of Terms

Welcome to Canopy Renters Insurance Agency LLC – Canopy Series’ (“Canopy”, “we”, “us” or “our”) Website. These Terms of Use (“Terms”) govern your access to and use of the Canopy Renters Insurance Agency LLC – Canopy Series website located at <https://www.4canopy.com> (“Website” or “site”), including any content, products, and services offered on or through the Website. These Terms also constitute an agreement between you and Canopy with respect to your use of the Canopy Online portal.

Please read these Terms carefully before using or obtaining any materials, information, or services through this site. Canopy provides access to and use of this site subject to your acceptance of these terms and conditions. By accessing, using, or obtaining any data, materials, information, products, services, or other content (collectively, “Content”) through this Website, you acknowledge that you have read and understand these Terms and agree to abide by them. If you do not accept or understand all of these Terms, do not access or use this Website and cease your current access.

Changes to the Terms of Use

Canopy reserves the right to modify these Terms at any time without notice. Your continued use of the Site after any changes to the Terms constitutes your acceptance of the revised Terms. You should visit this page periodically to review the current Terms.

Accessing this Website and Account Security

Canopy reserves the right to withdraw or amend this Website, and any service or material provided on this Website, in its sole discretion without notice. Canopy will not be liable if for any reason, all or any part of this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Website, or the entire Website, to users who are guests or registered users.

To access this Website or some of the resources it offers (such as the Canopy Online Portal), you may be asked to provide certain registration details or other information. It is a condition of your use of this Website that all the information you provide on this Website is truthful, correct, current and complete.

You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on this Website, is governed by Canopy’s [Website Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Website Privacy Policy](#).

You must treat usernames, passwords or any other piece of information that is part of our security process as confidential. You must not disclose usernames, 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 username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username 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 caution when accessing your account from a public or shared computer so that others are not able to view or record your username, password or other personal information.

Canopy reserves the right to disable any username, 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.

Use of the Website

You may not use this site to engage in any illegal activity. You may not use this site to engage in conduct which is defamatory, libelous, threatening or harassing or that infringes on a third party's intellectual property or other proprietary rights. In the event you engage in activity that is illegal, defamatory, libelous, threatening, or harassing, Canopy reserves the right to disclose any information you provide through the use of this site or other Canopy owned electronic sites or applications to law enforcement authorities as deemed appropriate in our sole discretion.

Users May Not:

- Use this Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of this Website, including their ability to engage in real time activities through this Website;
- Use any robot, spider or other automatic device, process or means to access this Website for any purpose, including monitoring or copying any of the material on this Website;
- Use any manual process to monitor or copy any of the material on this Website or for any unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of this Website;
- Introduce any viruses, Trojan horses, worms, logic bombs or other material or routines that are malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of this Website, the server on which this Website is stored, or any server, computer or database connected to this Website; or
- Attack this Website via a denial-of-service attack or a distributed denial-of-service attack; and
- Otherwise attempt to interfere with the proper working of this Website.

Canopy reserves the right to suspend or terminate any User's access to the Website in the event of any conduct by the User which Canopy, in its sole discretion, considers to be unacceptable or in violation of these Terms or any applicable laws, regulations or Canopy policies (collectively "Misconduct").

Canopy reserves the right to take immediate action without notice to suspend or terminate any Account engaging in Misconduct that violates the law, threatens property or public safety, compromises the integrity or security of the Website, or harms other Users. Appeals may not be available for such suspensions or terminations.

Portal User's Obligations

“Portal User” shall mean the person, of legal age, or entity, and such person represents they are authorized to act on their behalf and on behalf of their respective company, and with whom Canopy entered into this Agreement for use of Canopy Website online, including said Portal User's agents, employees, consultants, officers, directors, advisers, and shareholders, if any.

Portal User shall comply with the requirements of the U.S. CAN-SPAM Act of 2003. The Portal User shall not:

- Send unsolicited bulk email (spam), unsolicited advertising or promotional material, or any other unsolicited information;
- Send solicited bulk email that does not contain a valid working unsubscribe function;
- Send chain letters or hoaxes;
- Purposely transmit viruses, worms, trojans, or other malicious code;
- Send mail with the intention of harassing an individual or overwhelming a server; and
- Maintain an open relay, open proxy or insecure form mail script;
- Use the Services in a fraudulent manner or in connection with any criminal activity;
- Send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene, menacing, or in breach of copyright, confidence, privacy, or any other rights;

Portal User acknowledges that Canopy may anonymize (remove identifying particulars for statistical or other purposes) Portal User data so that it can be shared with or sold to its service providers and partners. In no event will any personally identifiable information be shared, except as provided in these terms, or the [Canopy Website Privacy Policy](#), as they may be amended from time to time. Canopy will not, and does not, share, rent, or sell Non-Public Personal Information or Protected Health Information.

Portal User's usage of Canopy Online is for the sole benefit of Portal User. No transfer of services or substitution of content for or on behalf of another entity whether or not itself a Portal User is allowed on either a temporary or a permanent basis.

Portal User shall not share credentials with other parties. Portal User shall not provide a third-party with access to Portal User's data located on the Website unless Canopy grants permission to do so and Portal User follows the procedures outlined by Canopy.

Portal User shall be solely responsible for the security of Portal User's equipment and software while using the Services. Portal User is aware that linking Portal User's computer to the Internet either directly or through Canopy Online makes Portal User's equipment and software potentially vulnerable to interruption, damage, and loss of data caused by hackers, viruses, attacks, denial of service, spoofing, eavesdropping, sniffing, spamming, breaking passwords, harassment, fraud,

forgery, imposture, electronic trespassing, tampering, hacking, nuking, system contamination including without limitation use of viruses, worms and Trojan horses causing unauthorized, damaging or harmful access and/or retrieval of information and data on Portal User's computer and other forms of activity resulting in damage(s) and/or liability.

Portal User shall be exclusively liable and responsible for any claims brought or threatened on account of Portal User's use of the Services. Portal User shall defend, indemnify, and hold harmless Canopy, our officers, directors, affiliates, subsidiaries, employees, agents and assigns from any action(s), liability, or damages from any communications sent to or received by Portal User.

Portal User acknowledges and agrees that all terms, conditions, disclaimers of warranty and liability, indemnification obligations, choice of law and venue stipulations, and any other provisions contained in these Terms shall fully apply to Portal User's access to and use of the Website.

Intellectual Property Rights

This Website and its 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 or licensed by Canopy, 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 or proprietary rights laws.

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- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- You may print or download one copy of a reasonable number of pages of this Website for your own use, and not for further reproduction, publication or distribution;
- If Canopy provides desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by our terms and conditions for such applications; and
- Where Canopy provides social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website;
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Website.

Links From This Website

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk, we accept and assume no liability or responsibility thereto or therefrom, and any access is subject to the terms and conditions of use for such Websites.

Notice To Persons Accessing This Website Outside The United States

If you reside outside the U.S., any information you provide to us on this Website may be transferred, stored and generally processed out of your country and into the U.S. or any other country in which Canopy or its affiliates, subsidiaries or service providers maintain facilities. If you do not want your personal information to leave your country, do not provide the information to us. Otherwise, where applicable, we may transfer your personal data to destinations outside your country of residence, including outside the European Economic Area (“EEA”) and/or the United Kingdom. Where we transfer your personal data outside your country of residence, we will ensure that it is treated securely and in accordance with our privacy notice and the applicable Legal requirements. By providing personal information to us, you explicitly consent to the transfer of your information outside your country of residence.

Indemnification

You agree to indemnify, defend and hold Canopy and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, of whatever kind or nature, however so arising, including reasonable attorney's fees, related to your violation of these Terms or use of the Website.

Limitation of Liability

The information presented on or through this Website is made available solely for general informational purposes. Canopy does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Canopy disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to this Website, any websites linked to it, any content on this website or such other websites or any services or items obtained through this website or such other websites

This Website may include content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Canopy, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Canopy. Canopy is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Under no circumstances will Canopy be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to the site, your site use, or the content, even if advised of the possibility of such damages. Your sole remedy for dissatisfaction with, or damages or claims resulting from, the site and/or content is to cease all of your site use.

Applicable Law

These Terms shall be governed by and interpreted according to the laws of the State of New York without respect to any conflict of laws provisions. If any portion of these Terms is rendered or adjudged to be unlawful, void, or unenforceable, it shall not affect the validity or enforceability of any other provision.

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

Waiver and Severability

No waiver by Canopy of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Canopy to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Entire Agreement

These Terms and our Privacy Policy constitute the sole and entire agreement between you and Canopy with respect to this Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted

policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website.

Contact Information

Please [contact us](#) for additional information.