### PLEASE READ THE FOLLOWING CAREFULLY AND ENTIRELY

This document describes the terms of use applicable to all Burand & Associates, LLC's ("Burand & Associates") websites, including but not limited to <u>www.burand-associates.com</u> and <u>www.burandassociates.com</u>.

#### AGREEMENT

By accessing or using this or any website owned by Burand & Associates (collectively, the "Site"), you agree to and are bound by the terms and conditions described herein and any changes thereto that Burand & Associates may publish from time to time. If you do not agree to these terms and conditions, please do not access or use the Site. Burand & Associates reserves the right to amend the Terms of Use from time to time at its sole discretion. Your continued access or use of the Site constitutes your acceptance of the changes. The most current Terms of Use, as determined by the Effective Date above, govern at all times.

The use of the Site is prohibited except as allowed by these Terms of Use. Other provisions that govern your use of the Site may be set forth in online notices appearing in connection with certain products ("Additional Terms"), all of which are incorporated by reference into the Terms of Use. Your use of any products that are subject to Additional Terms constitutes your acceptance of those terms. If you do not agree with any such terms, do not use the product associated with them.

### **USE OF THE SITE AND CONTENTS**

The Site provides online access to products, services, documents, research, and information (collectively, the "Content") all of which are subject to these Terms of Use. Burand & Associates reserves the right to modify, add, or delete Content from time to time at its sole discretion.

Except as otherwise provided, Burand & Associates does not grant any expressed or implied right to use the Content. Any unauthorized use of the Site or Content may violate copyright, trademark, privacy, or other laws.

Except as otherwise provided herein, you agree not to copy, republish, modify, adapt, link to, create derivative works from, rent, loan, lease, sell, distribute, or display any Content obtained from the Site in any manner without the prior written authorization of the Burand & Associates. You may not use any Content either directly or indirectly in any manner that is adverse to Burand & Associates or any of its contributors to such Content.

Page: 1 info@burand-associates.com www.burand-associates.com

The Content, design, and layout of the Site contain elements protected by copyright or other laws and may not be copied or imitated in whole or in part, except as otherwise noted. All Content and materials on and in the Site are copyright © Burand & Associates.

#### **USER CONTENT**

Certain contents of the Site, such as articles, newsletters and forms, may be printed, downloaded and/or republished. Such activity is subject to the following conditions:

- Articles authored by Chris Burand may be republished or cited. If used, you must include proper credit to the author, you must not remove any notices contained in the document, and you must inform Burand & Associates of your use.
- Select forms are provided for agencies to use as a basis for developing their own forms. Please remember: Every agency is unique. Therefore, these forms must be modified to fit your agency's specific needs.

The forms can be important tools to help minimize E&O claims, but the use of these forms does not guarantee E&O claims will not be incurred. Also, no form can cover every possible exposure and new exposures and coverages frequently arise, so a form should be reviewed and revised periodically. Forms will assist in improving the quality of an agency's services. However, neither Chris Burand nor Burand & Associates, LLC guarantee that these forms will result in either improved operations or a loss free E&O experience.

#### **PERSONAL INFORMATION**

We are committed to protecting your personal information you may provide to us. Please see our Internet Privacy Policy for more details. The terms of this Internet Privacy Policy are hereby incorporated into this agreement by reference.

#### **DISCLAIMERS**

Burand & Associates has made a reasonable effort to provide a Site that is safe and accurate, but can make no warranties. We retain the right to restrict use of this Site in any manner deemed appropriate.

The Site and Contents are for information purposes only. They do not constitute the giving of legal, accounting, or consulting advice. The Contents may refer to certain strategies or situations that are to be regarded as illustrative only. The information contained in the Contents is believed

to be reliable, but it cannot be guaranteed especially as it may be applied to any particular individual or situation.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE, THE CONTENT AND SOFTWARE IS AT YOUR SOLE RISK. ALL CONTENT AND SOFTWARE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. BURAND & ASSOCIATES EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, TIMELINESS, AND NON-INFRINGEMENT. BURAND & ASSOCIATES MAKES NO WARRANTY THAT (i) THE CONTENT AND SOFTWARE ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE; (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR SOFTWARE WILL BE RELIABLE; AND (iii) ANY ERRORS IN THE CONTENT OR SOFTWARE WILL BE CORRECTED.

BURAND & ASSOCIATES MAKES NO WARRANTY THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR FREE OF ERROR, OR AS TO THE LIFE OF ANY UNIFORM REFERENCE LOCATOR (URL). YOU ACKNOWLEDGE THAT PROVISION OF THE SITE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA.

### LIMITATION OF LIABILITY

IN NO EVENT SHALL BURAND & ASSOCIATES, ITS EMPLOYEES, AGENTS, AFFILIATES, DIRECTORS, OFFICERS, REPRESENTATIVES, SUBCONTRACTORS, ADVISORS AND VOLUNTEERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGE TO OR LOSS OF PRODUCTS, USE OF DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OF THIS SITE OR ANY LINKED SITE, OR INABILITY TO USE THE SITE, CONTENTS OR SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE BURAND & ASSOCIATES AND ITS AFFILIATES AND TO PARTICIPATE IN ANY CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THIS SITE.

THE USE OF THE SITE, SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY CONTENT IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR

AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. BURAND & ASSOCIATES ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR IN CONNECTION WITH ANY SERVICES OR MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BURAND & ASSOCIATES OR VIA THE SITE, CONTENT OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE

A complete understanding of the subjects covered in the Site may require broader and additional knowledge beyond the information presented. None of the Content on the Site should be construed as offering legal advice, and the specific advice of legal counsel is recommended before acting on any matter discussed on this site. Regulated individuals/entities should also ensure that they comply with all applicable laws, rules, and regulations. You are responsible for compliance with any laws and regulations relating to your use of the Site and the Content.

Burand & Associates is an advocate of agencies which constructively manage and improve their contingency contracts by learning how to negotiate and use their contingency contracts more effectively. We maintain that agents can achieve considerably better results without ever taking actions that are detrimental or disadvantageous to the insureds. We have never and would not ever recommend an agent or agency implement a policy or otherwise advocate increasing its contingency income ahead of the insureds' interests.

### **LINKED SITES**

The Site may, as a convenience to you, provide links to external websites none of which are controlled by Burand & Associates. We are not responsible for the practices, content, products, services, policies, activities, or any security and/or malware issues posed by those sites. When visiting an external or third-party site, you will be governed by the terms applicable to that site.

### GENERAL

**Termination.** The Terms of Use are effective until terminated by Burand & Associates, at any time without notice. In the event of termination, the disclaimers, limitations of liabilities, and indemnities set forth in the Terms of Use will survive.

**Governing Law and Venue**. The validity, enforceability, construction and interpretation of the Terms of Use are governed by the laws of the State of New Mexico. You agree that any action to resolve or enforce any dispute or arbitration award regarding use of the Site or the Terms of Use

will be brought exclusively in the federal or state courts of the State of New Mexico.

**Severability**. If any court of competent jurisdiction declares any provision of the Terms of Use invalid, void, or unenforceable, the remainder of the terms will remain fully enforceable. To the extent that any court concludes that any provision of the Terms of Use is void or voidable, the court will reform such provision to render the provision enforceable, but only to the extent absolutely necessary to render the provision enforceable and in any event, the remaining provisions remain valid and enforceable.

**Entire Agreement.** The Terms of Use and other policies and notices Burand & Associates may post on the Site constitute the entire agreement between Burand & Associates and you in connection with your use of the Site, hyperlinks to and from the Site and the Content displayed on the Site, and supersedes any prior agreements between Burand & Associates and you regarding such matters, including prior versions of the Terms of Use.

**Modifications to the Terms.** Burand & Associates may update these Terms of Use from time to time by posting revised Terms of Use on the Site. Your subsequent use of the Site is governed by those new Terms of Use. While we do not anticipate changes to this policy frequently, we do suggest you review our policy and commitment from time to time. This will ensure that you will have complete knowledge of our information practices as they might affect you and your use of the Site.

**No Waiver.** The failure of Burand & Associates to enforce any provision of the Terms of Use shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

### **CONTACT BURAND & ASSOCIATES**

If you have any questions about the Terms of Use, the practices of the Site, your dealings with the Site, or about the work of Burand & Associates, you may email us at <u>info@burand-associates.com</u>, phone us at 719/485-3868, or write us at:

Burand & Associates, LLC HC 66 Box 605 Mountainair, NM 87036

**Burand & Associates, LLC** HC 66 Box 605 • Mountainair, NM 87036 719/485-3868

Page: 5 info@burand-associates.com www.burand-associates.com