

## **Service Desk Terms and Conditions**

The MAPFRE Insurance group of companies ("MAPFRE Insurance," "we," or "us") are pleased to offer you the following policyholder service (the "Service").

This document contains important information about the Service. You should read this document carefully to understand the benefits and limitations of the Service. We may change these Terms and Conditions from time to time. We also reserve the right to modify or discontinue the Service with or without notice to you. Your use of the Service constitutes your affirmative agreement to abide and be bound by these Terms and Conditions and its modifications.

### **The Service**

Under your existing policy and subject to these Terms and Conditions, MAPFRE Insurance may make available to you, IT help desk support to assist you in trying to identify, trouble shoot and/or resolve system or software questions or functionality issues for the hardware and software listed on the attached Exhibit A (the "Supported Technologies"). The Service is only available to you and any members of your household who are related to you by blood or marriage (including Domestic Partnerships) for the Supported Technologies owned by you and such members of your household. The Service may be provided directly by us or through a third party provider.

You may request IT help desk support by contacting the IT help desk (the "Help Desk") by email at [support@mapfreinshelpdesk.com](mailto:support@mapfreinshelpdesk.com), or by phone to 866-686-0325.

If the Help Desk cannot resolve your problem directly, the Help Desk may locate for you the nearest repair facility.

### **Your Responsibilities**

The Help Desk may use a remote access software to identify, trouble shoot and/or resolve the problem(s) identified by you in your Supported Technologies. You agree that it is your responsibility to maintain a back-up of the data, software, information or other files stored on the Supported Technologies. You agree that neither MAPFRE Insurance nor our third party service provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files or other media. Neither we nor our third party service provider assumes any responsibility, or will be liable, for any damages to, or any viruses or malware that may infect, any of your Supported Technologies, telecommunication equipment, or other property caused by or arising from the Service.

You are responsible for (1) providing all equipment necessary for your Internet connection, including computer and modem, (2) access to the Internet, and (3) paying any fees related to such connection.

### **Privacy Policy**

For information on our privacy practices, please review our Privacy Policy, which is available at [www.mapfreinsurance.com](http://www.mapfreinsurance.com) and is incorporated into these Terms and Conditions.

### **Limitations to Service**

Neither MAPFRE Insurance nor our third party service provider shall be liable for any failure or delay in performance due to any cause beyond its control. We and/or our third party service provider reserve the right to refrain from providing the Service, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs or other requirements are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us and/or our third party service provider.

### **Inappropriate or Excessive Use**

If we or our third party service provider determines that you are using the Service in connection with a business or commercial enterprise or concern or to support any business or commercial activities, we reserve the right to cease providing the Service to you and/or to take any action we deem necessary.

If we or our third party service provider determines that your use of the Service in any year is in excess of the norm for IT help desk support issues, we reserve the right to cease providing the Service to you and/or to take any action we deem necessary.

### **Inappropriate Material**

If we or our third party service provider determines that you have violated or are likely to violate any law, including those governing the posting or transmittal of any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, we reserve the right to cease providing the Service to you and/or to take any action we deem necessary to cure or prevent the violation, including without limitation, fully cooperating with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

## **DISCLAIMER OF WARRANTIES**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR THIRD PARTY SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE AND OUR THIRD PARTY SERVICE PROVIDER MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DO WE AND OUR THIRD PARTY SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE SUPPORTED TECHNOLOGIES OR OTHER DEVICES/SYSTEM OR LOSS OF DATA THAT RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR THIRD PARTY SERVICE PROVIDER OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

NEITHER WE NOR OUR THIRD PARTY SERVICE PROVIDER NOR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE PROVISION OF THE SERVICE, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES OFFERED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO AS A RESULT OF THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WE AND OUR THIRD PARTY SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Governing Law**

The Service is solely provided to individuals residing in the United States of America. These Terms and Conditions will be construed and governed in accordance with the laws of the Commonwealth of Massachusetts and applicable federal laws of the United States, excluding provisions relating to choice of law or conflicts of law. Any disputes arising out of or relating to the Service shall be brought exclusively in the state and federal courts located in Boston,

Massachusetts. By participating in the Service, you agree to submit to the jurisdiction of such courts in the disputes we have described and you agree not to challenge the venue of such courts or to claim that such forum is inconvenient.

These Terms and Conditions set forth the entire understanding between you and MAPFRE Insurance with respect to the subject matter hereof and supersede any other agreements, whether written or oral, relating thereto.

MAPFRE Insurance<sup>SM</sup> is a brand and service mark of MAPFRE U.S.A. Corp. and its affiliates: American Commerce Insurance Company (Columbus, Ohio); Citation Insurance Company (Webster, MA); The Commerce Insurance Company (Webster, MA); Commerce West Insurance Company (California COA No. 06715; Pleasanton, CA); MAPFRE Insurance Company (California COA No. 18643; Florham Park, NJ); MAPFRE Insurance Company of Florida (Miami, FL) and MAPFRE Insurance Company of New York (Garden City, NY).

## **SUPPORTED TECHNOLOGIES**

Desktops / laptops running current supported versions of Microsoft operating systems\*

- Operating System
- Network Connectivity
- Printing Issues
- Wireless and Bluetooth Issues

Desktops / laptops running current supported versions of Apple operating systems\*\*

- Operating System
- Network Connectivity
- Printing Issues
- Wireless and Bluetooth Issues

Tablets running iOS or Android Operating Systems

- Operating System
- Network Connectivity
- Printing Issues
- Wireless and Bluetooth Issues
- Standard Application Suite

Desktop printers / multi-function systems

- Print queue and driver issues
- Toner, print quality, paper feeds

Scanners

- Drivers / connectivity to device
- Scanning software / image quality / sending documents

Internal Components

- Network Interface Cards
- Wireless / Bluetooth Communications
- Modems
- Hard Drives
- Memory

External Components

- Thumb drives
- Hard Drives
- Modems -

Hubs / Routers

iPhones

- Operating System
- Network Connectivity
- Wireless and Bluetooth Issues
- Standard Application Suite Android

Phones

- Operating System

## **SUPPORTED TECHNOLOGIES**

- Network Connectivity
  - Wireless and Bluetooth Issues
  - Standard Application Suite

### Blackberries

- Operating System
- Network Connectivity
- Wireless and Bluetooth Issues
- Standard Application Suite

### Microsoft Software Products

- Office Suite (Standard and Professional)
- Exchange / Outlook

### Apple Software Products

- iTunes
- iPhoto
  - Time Machine
  - Standard Application Suite
  - Safari

### Other Software Products

- Adobe Acrobat
- Open Office
- Common Anti-Virus Software
- Flash Player
- Shockwave
- WinZip - Yahoo
- Google
- Firefox
- Google Chrome

\* Determined by Microsoft (<http://support.microsoft.com/lifecycle>)

\*\* Determined by Apple (<http://support.apple.com/kb/HT1752>)