

## **Privacy Policy**

XSI and its affiliates recognize the privacy concerns of our customers and potential customers who visit our web site. We want you to be aware that we collect information through our web site for our internal use. We intend to use information collected only in the normal course of our business and as permitted by law. No personal information is required when you visit our web site; however, certain information is collected in order to help us to better provide the products and services we offer.

### Personal Information

We may collect non-public personal information about you from any or all of the following sources:

- Applications or other forms received from you;
- Insurance transactions your conduct with us or our affiliates;
- Claims information provided in the event of a claim; and
- Consumer reporting agencies.

We do not disclose any non-public personal information we gather about our customers or former customers to anyone, except as permitted by law. We may disclose non-public personal information about you to related or third-party brokers and/or agents, to premium financial service companies, and to third-party companies who perform marketing services for us. We restrict access to your non-public personal information to those employees who need to know that information in order to provide products or services to you. We maintain physical and procedural safeguards to guard your non-public personal information. We may use your personal information for several purposes, such as monitoring the use of our web site so that we can make improvements; diagnosing and solving technical problems; fulfilling customer requests for certain products and services; and sending material of interest (if you have so requested). Sometimes we must collect medical information in conjunction with a claim. We do not use or share your medical information for any marketing purpose, unless we receive your permission.

### Cookies

We may store a cookie on your computer when you visit our web site. A cookie is a piece of information that is required to create and maintain a secure session. With a cookie, each time your browser requests a page from the server, a message is sent to us. A cookie's main objective is to identify users and personalize their visit by customizing web pages for them--for example, by welcoming them by name the next time they visit the same site. A site using cookies may invite you to provide personal information, such as your name, e-mail address and interests. Our cookies do not contain confidential or personal information. Our cookies do not track a user after leaving our web site.

### E-mails

We may keep the e-mails you send to us. If you agree to receive e-mail messages from us, we will keep the information you give us to send e-mail of specific interest to you. Please be careful about the information you give us in e-mail. As with any public web site, this communication may not be secure.

### Web Links

We may provide links to other web sites on our site. We are not responsible for the collection, use, or security of information by the companies or organizations outside of our site. Please read the privacy policies of those web sites reached through the use of links from our site.

For further information regarding our privacy policy or for information we may have received from you, please contact us at [info@xsinow.com](mailto:info@xsinow.com).

### **Legal Disclaimer**

#### Conditions for Web Site Use

By using this web site, you signify your agreement to the terms and conditions contained in any legal notices contained on this web site. Please read all agreements carefully, including our Privacy Policy. We reserve the right to add, delete, or otherwise modify portions of any terms at anytime. User access to and use of this web site is subject to all applicable federal, state, and local laws and regulations.

#### General Information

Risks placed with XSI must be placed in accordance with state and federal law, including applicable surplus lines laws. XSI does not participate in state guaranty funds. Our carriers experience changes in state authorities from time to time, and the information on this web site may not be current. This web site may contain information for products that may not be available in all states. XSI has compiled this web site to include relevant information; however, no representation is made as to the completeness or accuracy of the information it contains.

Only Any applications, policy forms, or other documents on this web site are for general information only. Customers and policyholders are hereby advised that XSI™ does not warrant that forms on this web site are current forms, represent coverage provided to any insured, or are consistent with any present, future, local, state, or federal statutes, administrative rules, or prevailing case law. The descriptions of insurance coverage are general in nature and are not a replacement for actual policy language. Accordingly, we strongly recommend that you consult your attorney concerning any forms.

#### Use of Material from this Site

This web site (including all of its contents) is our property and is protected by copyright, trademark, and other laws of the United States and other countries. We authorize you to browse through the web site and print and download copies of material on the web site for

the limited purpose of doing business with us, and so long as you do not remove any copyright or other notices that appear on the material you print or download. You agree that you will not otherwise copy, display, or transmit any material on the web site in any manner or medium.

#### "AS IS" Use

The materials on our web site are provided "AS IS" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement, freedom from computer virus, and warranties arising from course of dealing or course of performance. We do not represent or warrant that the functions contained in the web site will be uninterrupted or error-free, that defects will be corrected, or that the web site or the server that makes the web site available is free of viruses or other harmful components. We do not make any warranties or representations regarding the use of the materials in the web site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. You are responsible for the entire cost of any damage to your computer system or loss of data.

#### Limitation of Liability

Your use of the web site is at your own risk. To the fullest extent permitted under applicable law, you understand and agree that neither XSI, nor any third-party, as content providers shall be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, or any other damages relating to or resulting from your use or inability to use the web site or any other site you access through a link from the web site or from any actions we take or fail to take. These include damages for errors, omissions, interruptions, defects, delays, computer viruses, your loss of profits, loss of data, unauthorized access to and alteration of your transmissions and data, and other tangible and intangible losses. This limitation applies regardless whether the damages are claimed under the terms of a contract, as a result of negligence or otherwise, and even if our representatives or we have been negligent or have been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In no event shall our total liability to you for all damages, losses, and causes of action, whether in an action under contract, tort, or any other theory, exceed \$100.00.

#### Jurisdictional Agreement

Use of this web site shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed only in the state courts located in Salt Lake County, Utah or the federal court located in Salt Lake County, Utah, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any material on the web site, or your use of the web site, is contrary to the laws of the place where you are when you access it, the web site is not intended for you, and we ask you not to use the web site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

## General Provisions

Our failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions.

## Copyright Notice

Copyright 2010 XSI™. All rights reserved. No materials from this web site may be copied, reproduced, republished, posted, or distributed in any way, except as expressly permitted herein or with prior written consent.

## Trademark Notice

Designs and logos contained on this site are trademarks of XSI™ and may not be used without the express written consent.

## Privacy Notice

Please see Privacy Policy above