

Last Updated: December 19, 2018

Welcome and thank you for your interest in Bunker Protect, Inc. (“**Company**,” “**us**,” “**our**,” and “**we**”). The website located at buildbunker.com (the “**Site**”) is a copyrighted work belonging to the Company. The Site allows users to access and configure certain information to automate the process of compliance by tracking and verifying certificates of insurance for independent contractors, vendors, suppliers and other businesses. Certain features of the Site may be subject to additional agreements, guidelines, terms, or rules, including, but not limited to, the Broker Services (as defined below). All such additional agreements, terms, guidelines, and rules are incorporated by reference into these Terms and Conditions of Service (“**Terms**”). The Company reserves the right to modify these Terms at any time, in its sole discretion, as set forth in Section 10.1.

PLEASE READ THESE TERMS BEFORE USING THIS SITE.

1. ACCEPTANCE OF TERMS

1.1. These Terms set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms (on behalf of yourself or any company that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or any company that you represent). You may not access or use the Site or accept the Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use the Site.

1.2. THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

2. SERVICES

Subject to these Terms, the services to be provided by us through the Site (the “**Services**”) shall include the following:

2.1. Customer Services. If you are a using the Site as an individual customer, independent contractor, supplier, small business or other service provider required to meet certain insurance requirements by your contracting company, referred to herein as members, the Services shall include:

a. Customer Profile. Your access to the Site will include the ability to create a customer profile where you may upload a certificate of insurance (“**COI**”), save your insurance information, and review insurance requirements. You are responsible for the creation, editing, and management of your customer profile and all corresponding information. You are responsible for at all times maintaining the accuracy of all insurance information you submit to the Company.

b. Screened Services. For any COI you upload to the Site where the insurance is provided through a broker other than the Company, we will review and compare the COI to the specific insurance requirements provided on the member profile of your contracting company. If a COI is non-compliant, we will notify you and recommend remedial measures.

c. Broker Services. You may obtain insurance through our insurance broker related services, which may include the sale, solicitation or negotiation of insurance (the “**Broker Services**”). The Broker Services may require application and acceptance by an authorized insurance company and will be governed by separate applicable laws, terms, conditions and limitations.

2.2. Member Services. If you are a using the Site as a contracting company requiring your service providers to meet certain insurance requirements, the Services shall include:

a. Member Profile. Your access to the Site will include the ability to create a member profile where you may save your company information, designate users, and provide insurance requirements, such

as coverage limits, coverage type, and other attributes. You may share your insurance requirements by sending a unique URL that is generated by the Site. You are responsible for the creation, editing, and management of your member profile and all corresponding information and insurance requirements.

b. Screened Service. For any COI uploaded to the Site where the insurance is provided through a broker other than the Company, we will review and compare the COI to the specific insurance requirements provided on your member profile. If a COI is non-compliant, we will notify you and recommend remedial measures to the Customer. When a COI has passed our screening process, we will notify you and request final confirmation the COI meets the requirements. For the avoidance of doubt, where insurance is provided by a broker other than the Company, we will not provide Verified Service or Monitored Service, as set forth below.

c. Verified Service. For any COI uploaded to the Site where the insurance provided is through the Company (the COI is for insurance sold through our licensed insurance brokerage services), we will guarantee the validity of the COI and that the COI meets the insurance requirements. For the avoidance of doubt, we will not verify the validity of a COI where the insurance is provided by a broker other than the Company.

d. Monitored Service. For any COI uploaded to the Site where the insurance provided is through the Company (the COI is for insurance sold through our licensed insurance brokerage services), we will provide a monitoring service so that if anything changes with the insurance coverage we will alert you to those changes within 48 hours from when we are notified of the change. For the avoidance of doubt, we will not monitor changes in insurance coverage where the insurance is provided through a broker other than the Company.

3. ACCOUNTS

3.1. Account Creation. In order to use certain features of the Site, you must register for an account (“**Account**”) and provide certain information about yourself, or any company that you represent, as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate, including information provided through your Linked Accounts (as defined below); (b) if you are submitting information on behalf of a company, you are authorized to do so, and (c) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section 9.

3.2. Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. You are responsible for maintaining the accuracy of all insurance information you submit to the Company. You agree to immediately notify Company of any changes to your insurance information. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3.3. Linked Accounts. Company may now, or in the future, allow you to link your account(s) on the Site to your accounts on third party websites or applications, such as social networking sites (“**Linked Accounts**”). If you link your account to Linked Accounts, you are authorizing Company to store and use your access credentials to access your Linked Account on your behalf as your agent to integrate your experience with the services, content, information and features available through such Linked Account. This may include importing the contacts, preferences, interest or “likes” of the Linked Account, and/or pushing updates regarding your use of the Site or Services out to your Linked Accounts. Linking, accessing or using a third party service through the Service and Site in this manner may be subject to additional terms established by the applicable third party, and it is your sole responsibility to comply with such third party terms.

4. ACCESS TO THE SITE

4.1. License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal use and benefit or that of your organization, and not for resale or other transfer to, or use by or for the benefit of, any other person or company.

4.2. Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

4.3. Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

4.4. No Support or Maintenance. You acknowledge and agree that Company will have no obligation provide you with any support or maintenance in connection with the Site.

4.5. Ownership. You acknowledge that the visual interfaces, graphics, design, compilation, information, computer code, products, software and all other elements of the Services provided by Company (“**Site Content**”) are protected by United States copyright, trade dress, patent and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights and applicable law. You acknowledge that the Site Content and Services have been developed, compiled, prepared, revised and arranged by Company and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property of Company. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site Content are owned by Company or Company’s suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

5. INDEMNIFICATION

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of: (a) your use of the Site, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. THIRD-PARTY LINKS & ADS

6.1. Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You acknowledge that Company is in no way responsible for the accuracy, timeliness or completeness of Third Party Links & Ads. Your use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

6.2. Disclaimer. YOU UNDERSTAND THAT WHEN USING THE SERVICE, YOU WILL BE EXPOSED THIRD PARTY CONTENT FROM A VARIETY OF SOURCES, AND THAT COMPANY IS NOT

RESPONSIBLE FOR THE ACCURACY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH OR THIRD PARTY CONTENT. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO THIRD PARTY CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST COMPANY WITH RESPECT THERETO. COMPANY DOES NOT ENDORSE ANY THIRD PARTY CONTENT, OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE IN ANY WAY FOR OR IN CONNECTION WITH ANY OR THIRD PARTY CONTENT.

6.3. Release. You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

7. INSURANCE INFORMATION

7.1. Use. You acknowledge and understand that any insurance related information you submit to the Site will be used to evaluate compliance with insurance requirements. You are responsible for maintaining the accuracy of all insurance information you submit to the Site and the Company. Company cannot and will not be liable for any loss or damage arising from your failure to maintain the accuracy of your insurance information. You acknowledge and understand that insurance information you submit to the Site, including information you submit on behalf of any company you represent, may be used to perform data analysis, including analysis of the trends and preferences generally and specifically with respect to users' insurance requirements and needs, on an individual and aggregate basis. You agree that we may use such information to offer an array of analytics capabilities to users, insurers and others, which are designed to help users more effectively assess their risks and construct insurance programs and other risk mitigation strategies. For more information please review our [Privacy Policy](#).

7.2. Disclaimer. ALL CONTENT PROVIDED ON THIS SITE IS BASED UPON INFORMATION WHICH WE BELIEVE TO BE RELIABLE AND SHOULD BE UNDERSTOOD TO BE GENERAL INSURANCE INFORMATION ONLY. IT IS NOT INTENDED TO BE TREATED AS ANY FORM OF PERSONALIZED ADVICE, RECOMMENDATION OR REPRESENTATION REGARDING ANY PARTICULAR INSURANCE PRODUCT OR INDIVIDUAL SITUATION AND CANNOT BE RELIED UPON AS SUCH. INSURED SHOULD CONSULT THEIR INSURANCE ADVISORS WITH RESPECT TO INDIVIDUAL COVERAGE ISSUES. OUR SERVICES AND THIS SITE ARE NOT INTENDED AS A SUBSTITUTE FOR THE EXERCISE OF INDEPENDENT JUDGMENT. YOU SHOULD CONDUCT YOUR OWN RESEARCH, ASSESS YOUR INDIVIDUAL OBJECTIVES, NEEDS AND FINANCIAL CIRCUMSTANCES AND OBTAIN APPROPRIATE INDEPENDENT PROFESSIONAL ADVICE BEFORE MAKING ANY INSURANCE DECISIONS.

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE

EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. TERM AND TERMINATION

Subject to this Section 9, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 4.2 through 4.5 and Sections 5 through 10.

10. GENERAL

10.1. Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2. Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

a. Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or

service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

b. Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: 548 Market Street, #92728, San Francisco, California 94104. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

c. Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“**Arbitration Rules**”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

d. Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

e. Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

f. Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

g. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement.

Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

h. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

i. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

j. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

k. Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

l. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

m. Small Claims Court. Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

n. Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

o. Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

p. Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Francisco County, California, for such purpose.

10.3. Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

10.4. Disclosures. Company is located at the address in Section 10.9. If you are a California resident, you may report complaints to the Consumer Services Division of the California Department of Insurance, Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.5. Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates

with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.6. Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.7. Choice of law; venue. These Terms, whether interpreted in a court of law or in arbitration, shall be governed by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California by California residents, and without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Company agree to submit to the personal exclusive jurisdiction of the state courts and federal courts located within San Francisco county, California for the purposes of litigating all such claims or disputes.

10.8. Copyright/Trademark Information. Copyright © 2017 Bunker Protect, Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.9. Contact Information:

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