

The LATAM Insurtech Accelerator

Terms of Use

Effective: May 1, 2022

PLEASE READ THIS TERMS OF USE AGREEMENT (“AGREEMENT”) CAREFULLY AS THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND THE LATAM INSURTECH ACCELERATOR, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

Use of our Websites

By accessing or using any website that is operated by The LATAM Insurtech Accelerator, LLC or one of its affiliated companies (collectively, “The LATAM Insurtech Accelerator”, “we”, or “us”), you accept the terms of this Agreement and agree to be subject to all provisions herein or contained elsewhere on our network of websites. In addition, you agree that in using our websites you are agreeing to be bound by this Agreement and any future revisions or amendments, you represent that you are of legal age to contract within your jurisdiction, and you represent that you have the authority to enter into this Agreement individually or on behalf of any company for whom you have engaged our Services. Except as otherwise provided herein, if you do not agree to be bound by this Agreement you may not access or use our website.

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License

The LATAM Insurtech Accelerator owns all rights, title, and interest in the websites. Subject to this Agreement, The LATAM Insurtech Accelerator grants you a limited license to use the websites solely for their intended purpose. Any future revisions or amendments to the websites are subject to this Agreement. The LATAM Insurtech Accelerator reserves all rights not granted in this Agreement.

Notice of Copyright Infringement

The LATAM Insurtech Accelerator will process and investigate notice of alleged infringement and will take appropriate actions under applicable intellectual property laws. Upon receipt of notices, The LATAM Insurtech Accelerator will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity. Additionally, The LATAM Insurtech Accelerator will act to remove or disable access to any reference or link to material or activity that is found to be infringing. Notices of claimed copyright infringement should be directed to the below address.

The LATAM Insurtech Accelerator

Attn: Legal Department

801 Brickell Ave 8th Floor, Miami, FL 33131

Modification

The LATAM Insurtech Accelerator reserves the right to modify, revise, or amend this Agreement at any time. Your use of the website following such modification, revision, or amendment constitutes acceptance of any such changes. Any changes will be effective upon their publishing on the websites, at which time they will be date stamped which will serve as notice.

Third Party Links

Our websites may display or provide links to websites or other digital properties controlled by persons or entities other than The LATAM Insurtech Accelerator (“Third-Party Links”). When you click on a Third-Party Link, we will not provide a warning that you have left our websites. The LATAM Insurtech Accelerator does not control and is not responsible for Third-Party Links or any content or material that you may encounter. Third-Party Links are provided as a convenience and we do not review, endorse, or warrant any content, products, or services accessible from such links. You use all Third-Party Links solely at your own risk.

Restrictions on Use

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Obligations

You are required to comply with all applicable laws in connection with your use of The LATAM Insurtech Accelerator websites, and such further limitations as may be set forth in any written or on-screen notice from The LATAM Insurtech Accelerator. As a condition of your use of The LATAM Insurtech Accelerator websites, you warrant that you will not use The LATAM Insurtech Accelerator websites for any purpose that is unlawful or prohibited by this Agreement.

Indemnification

You agree to indemnify and hold The LATAM Insurtech Accelerator, LLC, its affiliates, subsidiaries, and the officers, directors, managers, agents, representatives, partners, and licensors of each (collectively, the “Company Parties”) harmless from any damages, losses, costs, liabilities, and expenses, including reasonable attorneys’ fees, of any nature whatsoever, expressly including but not limited to consequential damages, losses and costs, relating or arising out of any claims concerning: (i) your use or misuse of the websites; (ii) your violation of this Agreement; (iii) your violation of any rights of another party; or (iv) your violation of any applicable laws, rules, or regulations. The LATAM Insurtech Accelerator reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you

will fully cooperate with The LATAM Insurtech Accelerator in asserting any available defenses. You agree that the provisions in this Section will survive any termination of this Agreement or your access to the websites.

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YOU EXPRESSLY UNDERSTAND AND AGREE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE WEBSITES OFFERED THROUGH THE SERVICES IS AT YOUR SOLE RISK, AND THE WEBSITES ARE PROVIDED ON AN “AS IS” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LATAM INSURTECH ACCELERATOR, LLC AND ALL OTHER COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM THE USE OF THE WEBSITES. THE LATAM INSURTECH ACCELERATOR, LLC AND ALL OTHER COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (I) THE WEBSITES WILL MEET YOUR REQUIREMENTS OR (II) YOUR USE OF THE WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR (III) THE WEBSITES ARE OR WILL BE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

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IN NO EVENT WILL THE LATAM INSURTECH ACCELERATOR, LLC OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITES, OR ANY WEBSITE LINKED TO THE LATAM INSURTECH ACCELERATOR WEBSITES, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, OR INABILITY TO USE THE LATAM INSURTECH ACCELERATOR WEBSITES OR ANY SITE LINKED TO THE LATAM INSURTECH ACCELERATOR WEBSITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ALTERATION, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE LATAM INSURTECH ACCELERATOR, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LATAM INSURTECH ACCELERATOR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Termination

At The LATAM Insurtech Accelerator's sole discretion, we may modify or discontinue the websites, or may modify, suspend, or terminate your access to the websites, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the websites, The LATAM Insurtech Accelerator reserves the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the websites is terminated, this Agreement will remain enforceable against you. Additionally, all of your obligations and The LATAM Insurtech Accelerator's rights that should by their nature survive termination of your use of the websites, including but not limited to your warranty and indemnification obligations and the disclaimers and limitations on The LATAM Insurtech Accelerator's liability, shall survive and continue in full force and effect.

International Users

The websites and Services are controlled and offered by The LATAM Insurtech Accelerator from its facilities in the United States of America. The LATAM Insurtech Accelerator makes no representations that the websites are appropriate or available for use in other locations. Those who access or use our websites from other countries do so at their own risk and are responsible for compliance with local law.

Arbitration

By using The LATAM Insurtech Accelerator websites, you agree that The LATAM Insurtech Accelerator, at its sole discretion, may require you to submit any disputes arising from the use of The LATAM Insurtech Accelerator websites, or concerning these Terms of Use, to final and binding arbitration under the international Rules of Arbitration of the American Arbitration Association. Such claims will be presided over by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, the laws of the State of Florida shall govern such proceedings.

Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award

punitive, consequential, or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by law.

General Provisions

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without The LATAM Insurtech Accelerator's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

This Agreement and the use of The LATAM Insurtech Accelerator websites shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. You and The LATAM Insurtech Accelerator expressly agree that jurisdiction over any venue in any legal or administrative proceeding directly arising out of or relating to The LATAM Insurtech Accelerator websites shall be in the state and federal courts in Miami-Dade, Florida. Any cause or claim must be commenced within one (1) year after the cause or claim of action arises.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any portion of this agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

Static and dynamic content editing

A rich text element can be used with static or dynamic content. For static content, just drop it into any page and begin editing. For dynamic content, add a rich text field to any collection and then connect a rich text element to that field in the settings panel. Voila!

How to customize formatting for each rich text

Headings, paragraphs, blockquotes, figures, images, and figure captions can all be styled after a class is added to the rich text element using the "When inside of" nested selector system.

