



Effective date: February 24, 2025

Version 5.0

Terms of service OF ALEX AI INSURTECH

INTRODUCTION

These Terms of Service ("Agreement") govern your access to and use of the website and services offered by Alex AI Insurtech, LLC ("Alex AI," "we," "us," or "our"). By using our website or services (collectively, the "Services"), you agree to be bound by this Agreement and our Privacy Policy.

This Agreement complies with applicable laws, including the Arizona Revised Statutes (ARS), such as ARS § 44-7001 to § 44-7043, and the Electronic Signatures in Global and National Commerce Act (E-SIGN Act).

Privacy

Your use of the Services is also governed by our Privacy Policy, which discusses the collection, use, and sharing of your personal data. It is incorporated into this Agreement by reference.

Representations about customer

- If you provide incomplete or incorrect information it may affect the value of the website to you. You state to us that:
- You have the capacity, power and are sufficient legal age to enter into this agreement.
- You agree to not pretend that you are, or that you represent, someone else, or impersonate any other person or entity.
- The information that you provide to us will be true, accurate, supportable and complete.
- You are at least 13 years old, as this website is not intended for use by children under the age of 13, and we do not knowingly collect personal data from minors through our site.

Contact

hello@alexai.cloud

Address

3101 N Central Ave ste 1174,
85012, Phoenix, AZ



If you are between the ages of 13 and 17, you must go over this Agreement with your parent or guardian to ensure both you and they fully understand it, and that they consent to it on your behalf.

User acknowledgements

Unless you are an insurance broker, agent, or another type of insurance professional ("Service Provider"), or you purchase a specific service through the Site, Alex AI does not charge you any fees for using the Website. However, Service Providers may pay Alex AI fees for services and to be connected with users of the Website. Alex AI is not involved in, nor responsible for, any fee agreements you may establish with a Service Provider. By using the Website, you acknowledge and accept this compensation arrangement. Except where prohibited by law, Alex AI will not be held liable for any losses, costs, damages, or claims related to or arising from your use of a Service Provider's products or services, including any fees charged by the Service Provider.

Intellectual property with respect to the website

The content on this Website is owned by us and is legally protected, including by U.S. copyright law, trademark law, and relevant international agreements. We retain all rights to the Website. If you provide comments, suggestions, ratings, or any other form of feedback ("Feedback") regarding the Website or your experience, you agree that we are free to use that Feedback for any purpose without restriction or compensation to you. You are allowed to use the information provided on the Website only for your personal, non-commercial purposes, as long as the content is not altered and any legal notices are kept intact. You may not "mirror" any content from this Website without our explicit prior written consent. Unless otherwise stated, no content may be used, copied, reproduced, distributed, published, displayed, downloaded, or transmitted in any way without our prior written authorization.

Restrictions on use of the website

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You are not permitted to rent, lease, lend, sell, redistribute, reproduce, or sublicense the Website. You may not copy, decompile, reverse-engineer, disassemble, attempt to uncover the source code of, modify, or create derivative works of the Website, or any part of it. If any of these restrictions are prohibited by applicable law or an agreement we have with one of our licensors, such activities are only allowed to the extent necessary to comply with the law or license(s). You may not exploit or interfere with the Website in any unauthorized or illegal manner, including but not limited to, by trespassing or overloading the network infrastructure or capacity.

Limitations on availability

The website is operated and managed by Alex AI from within the U.S. Some parts of the website may not be available in all languages or in every country. We do not guarantee that the website is accessible or authorized in any specific location. The use of the website is prohibited where restricted by law. You access and use the website at your own discretion and are responsible for ensuring compliance with any relevant laws. We may also place restrictions on the use or access to the website as required by law.

Third party offerings

Alex AI provides a tool to help you get estimates, quotes and certain other information about third party product and service providers. Alex AI is not responsible for either the availability of these service providers or their offerings including any products or services you may acquire by reaching out to them through the Website or its features. We do not make any guarantees regarding the quotes, fees, terms, rates, coverage, or services provided by service providers. Alex AI does not guarantee that the quotes, fees, terms, rates, coverage, or services from service providers are the best options available. Additionally, Alex AI does not verify or assess the licensing, certification, or other qualifications of service providers. It is your responsibility to conduct your own investigation into the service providers. You acknowledge and agree that service providers are solely responsible for the products or services they offer or provide, and that Alex AI will not be held liable for any losses, costs, damages, or claims arising from or related to your use of their products or services. We always recommend consulting with financial advisors, insurance agents, brokers, or other qualified professionals who understand your specific circumstances before making any insurance decisions. You acknowledge and agree that you are

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relying entirely on your own judgment and that of your advisors when selecting products or services from service providers.

Communications with you about your insurance needs

By providing your email address, phone number, or both on Alex AI web, you give us and our partnered insurance providers permission to contact you via phone, email, or text about:

- Your insurance needs or quote requests
- Any issues related to our services, and/or
- To share information or offers you might be interested in, including responses to the quotes you've requested from us or our affiliated insurance providers

Alex AI and its affiliated insurance providers may reach out to you at any phone number(s), including mobile, that you provide. By giving your consent, you allow us to use prerecorded voice messages and automatic dialing system (ATDS) technology to contact you. Standard message and data rates may apply. You also acknowledge that providing your consent is not a requirement for purchasing, and that you can contact Alex AI directly at (480) 630-9630 for more information.

By providing your phone number, you consent to receive conversational messages from ALEX AI INSURTECH. Message frequency may vary.

We agree that you may withdraw your consent to be contacted. However, the following steps must be followed:

- To stop receiving emails, at any time, follow the steps to unsubscribe in any email you receive from us.
- To stop receiving SMS/text messages at any time; text STOP to Alex AI telephone number(s) we used to communicate with you.
- If any of your phone numbers change, or if you are no longer the owner, subscriber, or primary user of a phone number you've provided, you agree to inform us immediately so we can update our records.

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- By clicking the "I Accept" button to provide your email address, you are giving explicit consent to receive commercial emails from us and/or our partners. You understand and agree that your email address may be used to send you commercial email messages.

Disclaimer of warranty

The Website and its content are provided to you strictly on an "as is" and "as available" basis. Our estimates may not always be accurate. To the fullest extent permitted by applicable law, we disclaim all conditions, representations, and warranties, whether express, implied, statutory, or otherwise. This includes, but is not limited to:

- Any implied warranty of merchantability
- Fitness for a specific purpose
- Accuracy, or non-infringement of third-party rights

You explicitly agree that your use of the Website and all products and services offered through or related to the site is solely at your own discretion and risk.

Limited of liability

In no even shall Alex AI be liable to you or any third party, whether based on contract, tort, warranty, reliance, or any other legal theory, for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profits, arising from your use of the Website, even if we have been informed of the potential for such damages. Notwithstanding any contrary statements in this agreement, Alex AI total liability to you, for any reason and regardless of the type of action, will always be limited to the amount you have paid us for access to the Website. Some jurisdictions do not allow the limitation of damages or the exclusion of liability for incidental or consequential damages, so these limitations or exclusions may not apply to you.

Modifications:

This Agreement may be modified by Alex AI at any time. If we make material changes, we will update this document and notify you via the Website or other reasonable means. The updated version will include a new effective date. Your continued use of the Website after any changes indicates your acceptance of the revised Agreement.

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U.S Government restricted rights

The content of this Website is provided with "Restricted Rights." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in applicable laws and regulations.

Governing law and dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of laws principles. You agree that any disputes arising under this Agreement will be resolved exclusively in the state or federal courts located in Maricopa County, Arizona. You waive any right to participate in class action litigation

Miscellaneous

If any provision of this Agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect. Any claim arising out of or related to the use of the Website must be filed within one (1) year. The prevailing party in any litigation will be entitled to reasonable attorney's fees.

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