# Skye Insurance Website Terms & Conditions

IMPORTANT NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. PLEASE READ CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS.

This Terms of Use Agreement ("Agreement") governs your use of the website located at <a href="https://www.getskyeinsurance.com">www.getskyeinsurance.com</a> (the "Website"), owned and operated by **Skye Insurance LLC** ("Skye Insurance," "we," "our," or "us"). By accessing or using the Website and any of the services offered through it, you agree to be legally bound by this Agreement and our Privacy Policy.

If you do not agree to these terms, you must not use the Website.

## 1. Eligibility and Acceptance of Terms

By accessing the Website, you represent and warrant that:

- You are at least 18 years of age;
- You are legally able to enter into this Agreement;
- You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Website.

#### 2. Services Provided

The Website provides users with access to:

- Insurance quote request forms (e.g. for auto, home, marine, or business policies),
- Educational content about coverage options,

- Contact features for customer support and agency follow-up,
- Advertising landing pages connected to Google, Meta, or affiliate campaigns.

You must provide all equipment and internet access necessary to use the Website. Submission of a quote request does not guarantee coverage or policy issuance.

#### 3. No Insurance Coverage Guarantee

The information on this Website is for informational and advertising purposes only and does not constitute an offer to bind insurance coverage. Actual policy issuance is subject to underwriting, approval by licensed insurance carriers, and applicable laws.

#### 4. Disclaimer of Warranties

YOUR USE OF THE WEBSITE AND ITS CONTENT IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE:
- NON-INFRINGEMENT;
- FREEDOM FROM ERRORS, INTERRUPTIONS, OR UNAUTHORIZED ACCESS.

No advice or information obtained from Skye Insurance or the Website shall create any warranty not expressly stated herein.

## 5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SKYE INSURANCE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR

CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 6. Indemnification

You agree to indemnify, defend, and hold harmless Skye Insurance, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, liabilities, damages, or expenses arising from:

- Your use of the Website;
- Your violation of this Agreement;
- Your violation of any third-party rights, including intellectual property or privacy rights.

## 7. Binding Arbitration and Class Action Waiver

All disputes or claims arising out of or related to your use of the Website will be resolved by **binding individual arbitration** in accordance with the rules of the American Arbitration Association. You waive your right to a jury trial or to participate in any class action or class-wide arbitration.

You may opt out of this arbitration agreement by sending written notice to support@getskyeinsurance.com within **30 days** of your first use of the Website.

### 8. Modifications to the Website and Terms

Skye Insurance reserves the right to modify or discontinue the Website or these Terms at any time, with or without notice. Continued use of the Website constitutes your acceptance of any updated Terms.

## 9. Third-Party Sites

The Website may include links to third-party websites, including insurers, quote platforms, or regulatory resources. Skye Insurance is not responsible for:

- The accuracy or security of external websites;
- Content found on third-party platforms;
- Privacy practices of those sites.

You use them at your own risk.

#### 10. Privacy

Use of the Website is subject to our <u>Privacy Policy</u>, which explains how we collect, use, and share personal data—including through Google Ads, Meta/Facebook forms, and lead-generation platforms.

#### 11. Copyright and Intellectual Property

All content on the Website, including text, graphics, layout, and logos, is the property of Skye Insurance or licensed to us, and is protected by copyright and trademark law. You may not reproduce or exploit any part of the Website without our written permission.

#### 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Wyoming**, without regard to its conflict of law principles. Any disputes not resolved through arbitration shall be litigated exclusively in the state or federal courts located in **Wyoming**, and you consent to the personal jurisdiction of such courts for any such legal proceedings.

#### 13. Entire Agreement

These Terms constitute the entire agreement between you and Skye Insurance regarding your use of the Website and supersede any prior versions. If any provision is held invalid, the remainder shall remain enforceable.

#### **Contact Us**

Skye Insurance

Email: support@getskyeinsurance.com

Phone: (786) 555-1234

Mailing Address: 30 N GOULD ST, STE R SHERIDAN, WY 82801