

Terms of Use

Last updated: September 29, 2025

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY. THESE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THE HERALD RE WEBSITE, INCLUDING ALL INFORMATION, SERVICES AND OTHER CONTENT PROVIDED ON THE SITE (COLLECTIVELY, THE “SITE”). BY ACCEPTING THESE TERMS OF USE OR BY ACCESSING AND USING THE SITE, YOU AGREE THAT: (1) YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF USE, AND (2) THESE TERMS OF USE CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND HERALD REINSURANCE U.S. HOLDINGS COMPANY AND HERALD REINSURANCE LIMITED (COLLECTIVELY, “HERALD RE”). IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE.

ARBITRATION NOTICE: These Terms of Use contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or class-wide arbitration. Please see the “Arbitration Agreement and Class Action Waiver” section below for additional details.

Minimum Age

You represent that you are at least 18 years of age (or the age of majority in the State in which you reside). If you are under the age of 18 (or the age of majority in the State in which you reside), but are at least 13 years of age, you may use the Site only under the supervision of your legal guardian who has agreed to be bound by these Terms of Use. This Site is not intended for individuals under the age of 13, and you may not use this Site if you are under 13 years of age.

Privacy Policy

Please visit <https://heraldre.com> to view our Privacy Policy, which applies to personal information collected from, or provided by, you on the Site.

Modifications

Herald Re reserves the right to modify and update these Terms of Use, as well as any aspect of the Site at any time in its sole discretion. Your continued access to or use of the Site will constitute your acceptance of any modifications and updates made by Herald Re.

Site Content

The Site, including all information, services, images, logos, trademarks, graphics, software, and other content made available by Herald Re on the Site (collectively, the “Site Content”) are the sole property of Herald Re or its licensors and are protected by copyright and other laws, both in the United States and in other countries. You may not reproduce, modify, republish, distribute, resell, broadcast, reverse-engineer, create derivative works from, or

otherwise exploit in any manner, in whole or in part, the Site Content, except to the extent expressly permitted by Herald Re. You may download and copy Site Content made available to you on the Site for your personal and noncommercial use, provided that you keep intact any copyright or other proprietary notices displayed therein. Except for this limited license, Herald Re does not convey any interest in or to the Site Content. All rights not expressly granted herein are reserved by Herald Re, its affiliates, and its licensors.

Third-Party Services

The Site may include links to or plug-ins of third-party websites, apps, or services that may be operated by companies not affiliated with Herald Re. The inclusion of such links or plug-ins on the Site is provided solely as a convenience to you, and Herald Re makes no representations or warranties regarding any such third-party website, app, or service. If you choose to click on any link to or plug-in of a third-party website, app, or service, you understand that you are connecting directly to the third-party website, app, or service and will be subject to any terms of use, policies, and privacy practices of such third party.

Acceptable Use Policy

You agree that you will not use the Site in a manner that: (1) is obscene, inappropriate, threatening, harassing, abusive, false, inaccurate, deceptive, libelous, defamatory, vulgar, pornographic, invasive of privacy, or is otherwise injurious to third parties; (2) constitutes a criminal offense, gives rise to civil liability, or otherwise violates any local, state, national, or international law; (3) contains computer viruses, malware, bots, worms, Trojan horses, or other harmful, disruptive, or destructive materials that limit the functionality of any computer software, hardware, or telecommunications equipment; (4) includes advertisements, promotional materials, spam, junk mail, pyramid schemes, or other forms of solicitation; (5) impersonates another person or entity or falsely states or misrepresents your affiliation with a person or entity; (6) implies Herald Re's endorsement of your content; (7) restricts or interferes with any other user's ability to use or enjoy the Site, as determined by Herald Re in its sole discretion; (8) uses any robot, spider, scraper, or other automated means or interface not provided by Herald Re to access the Site; (9) extracts data or gathers or uses information available through the Site through any means not intentionally made available or provided for through the Site; (10) infringes or alleges to be infringing upon a third-party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights of any party, including, without limitation, any content that is the subject of any third-party claim of infringement; (11) violates contractual or fiduciary relationships; or (12) violates these Terms of Use or uses the Site in any manner that is inconsistent with the purposes or objectives of this Site, as determined in good faith by Herald Re. Herald Re reserves the right to suspend or terminate your access to the Site and seek other legal or equitable remedies, upon becoming aware of any violation of this Acceptable Use Policy by you.

Warranty Disclaimer

THE SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HERALD RE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING:

(1) THE SITE CONTENT, INCLUDING BUT NOT LIMITED TO (A) THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, OR TIMELINESS OF THE SITE CONTENT, OR (B) THE RESULTS OBTAINED OR TO BE OBTAINED FROM THE SITE CONTENT; OR (2) THE ABSENCE OF ANY MALWARE OR OTHER HARMFUL CODE ON THE SITE OR WITHIN ANY SITE CONTENT. EVERLAKE AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, AND ACCORDINGLY, THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE A CONSUMER, ANY STATUTORY RIGHTS THAT CANNOT BE WAIVED BY YOU ARE UNAFFECTED BY THIS SECTION.

Limitation of Liability

IN NO EVENT WILL HERALD RE OR LICENSORS BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST REVENUES OR PROFITS, ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT EVERLAKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF DAMAGES, HERALD RE'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.

Indemnity

You agree to indemnify, defend, and hold harmless Herald Re, and their respective officers, directors, employees, agents, contractors, suppliers, representatives, and administrators, from and against all claims, losses, expenses, damages, fines, penalties, and other costs, including reasonable attorney fees, arising out of or related to (1) your use or misuse of the Site, including any Site Content; or (2) your breach of these Terms of Use. Herald Re reserves the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section, in which event you agree to cooperate with any reasonable requests assisting our defense of such matter.

Governing Law

All questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law.

Binding Arbitration and Class Action Waiver

To the fullest extent permitted by law, you and Herald Re agree to arbitrate any controversy, claim, or dispute arising out of or in any way related to your use of the Site,

including but not limited to claims based on contract, tort, negligence, statutory, or regulatory provisions. EACH PARTY IS GIVING UP ITS RIGHT TO SUE IN COURT AND TO HAVE ANY CONTROVERSY, CLAIM, OR DISPUTE HEARD BY A JUDGE OR JURY.

YOU AND HERALD RE EXPRESSLY AGREE TO ARBITRATE ANY CONTROVERSY, CLAIM, OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SITE. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATED TO WHETHER THIS AGREEMENT TO ARBITRATE IS UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION. YOU ALSO AGREE THAT ANY ARBITRATION MAY ONLY BE BROUGHT IN YOUR AND OUR INDIVIDUAL CAPACITIES, NOT AS A CLASS, PURPORTED CLASS OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

The mutual promise by you and Herald Re to arbitrate any and all disputes, and to do so on an individual basis, rather than to litigate before the courts or other bodies, provides the mutual consideration for this agreement to arbitrate.

Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

Unless you and Herald Re otherwise agree, the arbitration will be conducted in the county where you reside by a single neutral arbitrator and in accordance with the then current rules for resolution of disputes of the American Arbitration Association (AAA) (available online at www.adr.org). The parties are entitled to representation by an attorney or other representative of their choosing. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Herald Re will reimburse those fees up to \$7,500, unless the arbitrator determines the claims are frivolous. Likewise, Herald Re will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

NOTWITHSTANDING THE ABOVE, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION PROVISION WITHIN 30 DAYS FROM THE DATE YOU FIRST SIGNED AN AGREEMENT WITH HERALD RE THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and mailed to Attn: Compliance, Herald Reinsurance U.S. Holdings Company c/o Everlake, 3100 Sanders Road, Suite 303, Northbrook, IL 60062. The opt-out notice must state that you do not agree to this arbitration provision and must include your name, address, phone number, and email address. You must sign the opt-out notice in order for it to be effective. This procedure is the only way you can opt out of this arbitration provision; failure to comply strictly with this procedure and the applicable

deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of these Terms of Use will continue to apply.

General

To the extent any portion of these Terms of Use is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use, as modified, will remain in full force and effect. This is the entire agreement between you and Herald Re relating to the subject matter herein.

Electronic Communications

These Terms and any other documentation, agreements, notices, or communications between you and Herald Re may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

How To Contact Us

If you have any questions about these Terms of Use, please contact us at Herald Reinsurance U.S. Holdings Company, c/o Everlake, 3100 Sanders Road, Suite 303, Northbrook, IL 60062.