

Terms and Conditions

Agreement between User and JPStoneinsurance.com

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JPStoneinsurance.com is an E-Commerce Site.

Insurance Agency Information Website

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Electronic Communications

Visiting JPStoneinsurance.com or sending emails to John P Stone Insurance Agency constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email / SMS and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

John P Stone Insurance Agency does not knowingly collect, either online or offline, personal

information from persons under the age of thirteen. If you are under 18, you may use JPStoneinsurance.com only with permission of a parent or guardian.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of John P Stone Insurance Agency or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. John P Stone Insurance Agency content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of John P Stone Insurance Agency and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of John P Stone Insurance Agency or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by John P Stone Insurance Agency from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the John P Stone Insurance Agency Content accessed through JPStoneinsurance.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless John P Stone Insurance Agency, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. John P Stone Insurance Agency 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 John P Stone Insurance Agency in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. **THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH**

AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and John P Stone Insurance Agency agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Termination/Access Restriction

John P Stone Insurance Agency reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and John P Stone Insurance Agency as a result of this agreement or use of the Site. John P Stone Insurance Agency's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of John P Stone Insurance Agency's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by John P Stone Insurance Agency with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and John P Stone Insurance Agency with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and John P Stone Insurance Agency with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written

in English.

Changes to Terms

John P Stone Insurance Agency reserves the right, in its sole discretion, to change the Terms under which JPStoneinsurance.com is offered. The most current version of the Terms will supersede all previous versions. John P Stone Insurance Agency encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

John P Stone Insurance Agency welcomes your questions or comments regarding the Terms:

John P Stone Insurance Agency

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Effective as of January 28, 2025