

Terms and Conditions of Use

Effective Date: These Terms and Conditions of Use were last revised on October 12, 2020

YOUR ACCESS AND USE OF THIS WEBSITE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF USE AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR OTHERWISE USE THE WEBSITE OR ANY INFORMATION CONTAINED ON THIS WEBSITE. THESE TERMS AND CONDITIONS OF USE MAY BE REVISED PERIODICALLY AT ANY TIME WITHOUT NOTICE TO YOU. IT IS YOUR RESPONSIBILITY TO VISIT THIS WEBSITE FREQUENTLY TO REVIEW CAREFULLY THE CURRENT TERMS AND CONDITIONS OF USE WHICH GOVERN YOUR CONTINUED USE OF THIS WEBSITE. EACH AND EVERY TIME YOU ACCESS THIS WEBSITE YOU SHALL BE DEEMED TO HAVE AGREED TO THE THEN CURRENT TERMS AND CONDITIONS OF USE. AS A CONDITION OF YOUR USE OF THIS WEBSITE, YOU WARRANT THAT YOU WILL NOT USE THIS WEBSITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THESE TERMS AND CONDITIONS OF USE OR REPRODUCE OR DISTRIBUTE ANY PORTIONS OF THE WEBSITE FOR ANY COMMERCIAL USE EXCEPT AS AUTHORIZED BY THESE TERMS AND CONDITIONS OF USE.

Welcome to a website (the “Website”) provided by Arch Capital Group Ltd. and one or more of its subsidiaries (noted below) (collectively, “we,” “our”, or “us”; Arch Capital Group Ltd. and each of its subsidiaries may also be referred to individually as “Company”). These “Terms and Conditions of Use” govern your use of the Website, regardless of how you access or use it. These Terms and Conditions of Use may also apply to interactive features, portals, widgets, applications, content or downloads that are owned and/or operated by us, are available through the Website or that interact with the Website and post links to these Terms and Conditions of Use. Some of Company’s other websites and mobile applications may have similar or different terms that govern the use of those particular online services so we encourage you to review each of our online service’s terms prior to using or accessing one of our other online services. All of the services and/or features provided on the Website are referred to as our “Services.”

In some instances, both these Terms and Conditions of Use and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Website or to a service or insurance product offered via the Website (in each such instance, and collectively “Additional Terms”). To the extent there is a conflict between these Terms and Conditions of Use and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of the Services’ [Privacy and Data Protection Policy](#), which you acknowledge by using the Website. Customers of Arch Mortgage Insurance companies in the United States are recommended to review the additional terms of the Services’ [Privacy Policy](#).

1. Licensing and Regulatory Issues

No insurance product or security is offered or will be sold in any jurisdiction in which such offer or solicitation would be unlawful under the laws of such jurisdiction. Not all insurance coverages or products are available in all jurisdictions. This Website and its content is directed at persons having professional experience in the matters to which it relates and any investments or financial services activity to which it

relates are available only to such persons or will be engaged in only with such persons. It is not intended to and does not constitute any communication, invitation or inducement to persons not having professional expertise in matters relating to investments, insurance, reinsurance or other business products or services that are the subject matter of this Website.

Arch Capital Group Ltd.'s principal U.S. operating subsidiaries include: Arch Reinsurance Company, Arch Insurance Company, Arch Property Casualty Insurance Company (formerly Arch Excess & Surplus Insurance Company), Arch Specialty Insurance Company, Arch Indemnity Insurance Company, Arch Mortgage Insurance Company, United Guaranty Residential Insurance Company and Arch Mortgage Guaranty Company, which are licensed to transact insurance and/or reinsurance business or are eligible surplus lines insurers in various states in the United States. Arch Insurance Company (a Missouri corporation, NAIC Number 11150) is licensed as an insurer in all 50 states, the District of Columbia, Puerto Rico, Guam and the U.S. Virgin Islands. Arch Specialty Insurance Company (a Missouri corporation, NAIC Number 21199) is eligible as an excess and surplus lines insurer in 49 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands and an authorized insurer in one state. Arch Property Casualty Insurance Company (formerly Arch Excess & Surplus Insurance Company; a Missouri corporation, NAIC Number 10946) is eligible as an excess and surplus lines insurer in 47 states and the District of Columbia and an authorized insurer in one state. Arch Indemnity Insurance Company (a Missouri corporation, NAIC Number 30830) is licensed as an insurer in 47 states and the District of Columbia. Arch Reinsurance Company (a Delaware corporation, NAIC Number 10348) is licensed or is an accredited or otherwise approved reinsurer in all 50 states, the District of Columbia and Puerto Rico, the provinces of Ontario and Quebec in Canada and is also an admitted insurer in Guam. Arch Mortgage Insurance Company (a Wisconsin corporation, NAIC Number 40266) is licensed in all 50 states, the District of Columbia and Puerto Rico. Arch Mortgage Guaranty Company (a Wisconsin corporation, NAIC Number 18732) is licensed in all 50 states and the District of Columbia. United Guaranty Residential Insurance Company (a North Carolina corporation, NAIC Number 15873) is licensed in all 50 states and the District of Columbia. Arch Mortgage Risk Transfer PCC Inc. is licensed as a captive insurance company in the District of Columbia. Other than these U.S. companies, no other Companies engage in or transact business in the U.S. through this Website or otherwise except as specifically authorized or approved to do so.

Excess and surplus lines coverages may only be obtained through licensed surplus lines brokers, except to the extent that insureds may obtain insurance from unauthorized insurers through lawful direct placements or exemptions that may be applicable due to the nature of the coverage or the qualifications of the insured. Such exceptions to the use of a surplus lines broker are highly technical and impose legal obligations upon the insured, including filings and tax payments, and should be pursued only upon qualified professional advice.

Our principal operating companies incorporated in Bermuda are: (i) Arch Capital Group Ltd., (ii) Arch Reinsurance Ltd. and (iii) Alternative Re Limited.

Our principal operating companies in Europe are: (i) Arch Insurance (UK) Limited (formerly Arch Insurance Company (Europe) Limited), a company incorporated in England and Wales (Registered Number 4977362 and Registered Office: 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ), (ii) Arch Underwriting at Lloyd's Ltd, a company incorporated in England and Wales (Registered Number 6645822 and Registered Office: 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ), (iii) Arch Reinsurance Europe Underwriting Designated Activity Company, a company incorporated in Ireland (Registered Number 457160 and Registered Office: 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4), (iv) Arch Insurance (EU) Designated Activity Company (formerly Arch Mortgage

Insurance Designated Activity Company), a company incorporated in Ireland (Registered Number 505420 and Registered Office: 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4), (v) Alwyn Insurance Company Limited, a company incorporated in Gibraltar (Registered Number 106261 and Registered Office: PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar GX11 1AA), (vi) Arch Re Underwriting ApS (formerly Arch Re Accident & Health ApS), a company incorporated in Denmark (Registered Number 30194284 and Registered Office: Frederiksgade 19, 1265 Copenhagen K) and (vii) Arch Underwriters Europe Limited, a company incorporated in Ireland (Registered Number 538497 and Registered Office: 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4). Arch Reinsurance Europe Underwriting Designated Activity Company (trading as Arch Re, Arch Reinsurance Europe and Arch Re Europe), Arch Insurance (EU) Designated Activity Company (formerly Arch Mortgage Insurance Designated Activity Company and trading as Arch Mortgage Insurance, Alwyn Europe, Arch Insurance (EU), Arch MI, Arch Insurance and Arch Insurance International), and Arch Underwriters Europe Limited are regulated by the Central Bank of Ireland. Arch Insurance (UK) Limited (formerly Arch Insurance Company (Europe) Limited) is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Arch Underwriting at Lloyd's Ltd is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. Alwyn Insurance Company Limited (trading as Alwyn) is authorized and regulated by the Gibraltar Financial Services Commission and is regulated by the Central Bank of Ireland for conduct of business rules and by the Prudential Regulation Authority and Financial Conduct Authority in the United Kingdom. Arch Re Underwriting Aps (formerly Arch Re Accident & Health Aps) is registered as a reinsurance intermediary by the Financial Supervisory Authority in Denmark.

Our insurance operations in Canada are conducted through Arch Insurance Canada Ltd., a Canada domestic company which is authorized in all Canadian provinces and territories.

Our principal operating companies in Australia are: (i) Arch Underwriting at Lloyd's (Australia) Pty Ltd (ABN Number 27 139 250 605 and Australian Financial Services License Number 426746) and (ii) Arch LMI Pty Ltd (ABN Number 60 601 356 174) which is authorized by the Australian Prudential Regulatory Authority to write lenders' mortgage insurance in Australia.

2. Accounts

In order to access or use some of the features on the Website such as an online portal that allows access to your account with Company, you must first register through our registration process, which will be described on any Website that includes account access functionality. The Website's practices governing any resulting collection and use of your personal information are disclosed in its [Privacy and Data Protection Policy](#). By using the Website, you acknowledge the terms of the Website's [Privacy and Data Protection Policy](#). Our Website functions with the use of cookies and other tracking technology that provide users with an enhanced experience. Users are able to control which cookies they accept and these preferences can be changed at any time. You can learn more about the cookies we use and how we use them in our [Cookie Policy](#). Customers of Arch Mortgage Insurance companies in the United States are also recommended to review the additional terms of the Service's [Privacy Policy](#) and, by using the Website, consent to the collection and use of your data in accordance with the [Privacy Policy](#).

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated

initial password) and you agree that: (i) you will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) you will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) you are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) you are solely responsible for maintaining the confidentiality of your password and for restricting access to your device so that others may not access any password protected portion of the Service using your name, username, or password; (v) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) you will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms and Conditions of Use, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

If you provide any information to us on or via the Website, for example by filling out forms or by contacting us via email, you warrant that all information is correct, accurate and current and does not breach any laws or the rights of any person. We reserve the right to verify the information you provide to us via our Website and decline your request for an insurance quotation or an insurance contract in our sole discretion. You acknowledge and agree that we shall not have any risk with respect to any insurance quotation or contract of insurance until we have issued and you have received the relevant written confirmations and documentation from us.

Internet Portals for Arch Business – Arch may utilize internet portals specifically designed to allow you to submit information that Arch will use to issue an insurance quote to you or your client. By submitting such information, you represent that the information is true and correct to the best of your knowledge, information and belief, after performing due diligence. Arch may utilize the information provided by you to develop a quote, estimate or indication, if Arch decides to do so in its discretion. Arch may also utilize the information in its normal course of issuing insurance policies and providing related services. Arch's work product developed from such information, including, but not limited to, quotes, estimates, applications, binders and policies, is the sole property of Arch.

3. Feedback You Submit

Company may now or in the future offer users of the Website the opportunity to create, post, upload, display, publish, distribute, transmit or otherwise make available on or submit through the Website, messages, text, files, comments, responses, information, content, ratings, reviews, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "User-Generated Content"). Company may allow you to do this through contact us, email, and other communications functionality. Subject to the rights and license you grant in these Terms and Conditions of Use, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you

remain ultimately responsible for it. Except as otherwise described in the Website's posted [Privacy and Data Protection Policy](#) (with customers of Arch Mortgage Insurance in the United States recommended to review the [Privacy Policy](#), you agree that: (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) Company does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Company's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms and Conditions of Use. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk. In your communications with Company, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for web sites, products, services, insurance products or otherwise (collectively, “Unsolicited Ideas and Materials”). Any Unsolicited Ideas and Materials you post on or send to us via the Website are deemed User-Generated Content and licensed to us as set forth below. In addition, Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Company's receipt of your Unsolicited Ideas and Materials is not an admission by Company of their novelty, priority, or originality, and it does not impair Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials. You hereby grant to Company, and you agree to grant to Company, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to Company to your User-Generated Content, you also hereby grant to Company, and agree to grant to Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 3.

4. Intellectual Property

The design of this Website and its content are the property of Arch Capital Group Ltd. and its subsidiaries and are protected by copyright and other intellectual property laws. Subject to your strict compliance with these Terms and Conditions of Use, Company hereby authorizes you and grants you a limited, non-

exclusive, revocable, non-assignment, personal and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the content we make available on the Website (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "Device") for your business use only, provided that you retain, on any copies of the materials, all copyright and other proprietary notices contained on the original materials. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any content, and (ii) may be immediately suspended or terminated for any reason, in Company's sole discretion, and without advance notice or liability. You may not otherwise copy, reproduce, modify, adapt, display, perform, publish, create derivative works from, store, sublicense, translate, sell, rent, reverse engineer, decompile, disassemble, or otherwise exploit this Website or its content.

The display of any trade names, trademarks, service marks, logos, or domain names on this Website does not imply that a license of any kind has been granted with respect to such trade names, trademarks, service marks, logos, or domain names. Any unauthorized downloading, re-transmission or other copying or modification of trade names, trademarks, service marks, logos or domain names may be a violation of trademark laws and could subject you to legal action.

5. Disclaimers

YOUR ACCESS TO AND USE OF THIS WEBSITE ARE AT YOUR SOLE RISK. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE MATERIALS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE OR THE MATERIALS. YOU ARE ENTIRELY LIABLE FOR YOUR ACTIVITIES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS OR OTHER CHARACTERISTICS OF ANY CONTENT AVAILABLE ON OR THROUGH THIS WEBSITE. THIS WEBSITE AND THE INFORMATION ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THIS WEBSITE WILL BE AVAILABLE FOR USE OR THAT ALL FEATURES OR FUNCTIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. ALL IMPLIED REPRESENTATION, WARRANTIES AND CONDITIONS RELATING TO THIS WEBSITE AND ALL CONTENT ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THIS WEBSITE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

WE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS OR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED BY USE OF, OR RELIANCE ON, OR INABILITY TO USE OR ACCESS, OR DELAYS IN, OR INACCURACIES OR ERRORS OR DEFECTS OR OMISSIONS IN THE WEBSITE, WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE OR ANY OTHER CAUSE, BY YOU OR ANY OTHER THIRD PARTY, REGARDLESS OF THE CLAIM AS TO THE NATURE OF THE CAUSE OF ACTION, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

YOU HEREBY EXPRESSLY RELEASE COMPANY FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, TO YOU OR ANY THIRD PARTY AS A RESULT OF USE OF THIS WEBSITE, ITS CONTENT, INCLUDING ANY CONTENT OR FILE DOWNLOADED OR ACCESSED

FROM THIS WEBSITE. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED TEN UNITED STATES DOLLARS (\$10.00).

6. Cautionary Note Regarding Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 (“PSLRA”) provides a “safe harbor” for forward-looking statements. The information contained or incorporated by reference on this Website and any other written or oral statements made by or on behalf of the Company may include forward-looking statements, which reflect the Company’s current views with respect to future events and financial performance. All statements other than statements of historical fact included in or incorporated by reference in this Website are forward-looking statements. Forward-looking statements, for purposes of the PSLRA or otherwise, can generally be identified by the use of forward-looking terminology such as “may,” “will,” “expect,” “intend,” “estimate,” “anticipate,” “believe” or “continue” and similar statements of a future or forward-looking nature or their negative or variations or similar terminology.

Forward-looking statements involve the Company’s current assessment of risks and uncertainties. Actual events and results may differ materially from those expressed or implied in these statements. Please refer to Arch’s filings with the United States Securities and Exchange Commission (“SEC”), including the most recent Forms 10-K and 10-Q, and any Forms 8-K since the most recent Form 10-K, for further information on such uncertainties and inherent risks and the “safe harbor” under the Private Securities Litigation Reform Act of 1995. The Company’s SEC filings may be found [here](#).

All subsequent written and oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by these cautionary statements. The foregoing review of important factors should not be construed as exhaustive and should be read in conjunction with other cautionary statements that are included herein or elsewhere. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

7. Stock Quote Disclaimer

The stock price available through this Website may be delayed, and is provided for informational purposes only and is not intended for trading purposes. Company or its stock information provider shall not be liable for any inaccuracies or delays in the quote, or for any actions you might take in reliance thereon.

8. Indemnification

You agree to defend, indemnify and hold Company and its employees, agents, officers, directors, contractors, suppliers and other representatives harmless from and against all liabilities, damages, demands, settlements, claims, actions, costs and expenses (including reasonable attorneys’ fees) in connection with or arising from your use of this Website, the Website’s content as it may change from time to time, or your violation of these Terms and Conditions of Use. We may, if necessary, participate in the defense of any claim or action at your expense and any negotiations for settlement. We reserve the right, on notice to you, to assume exclusive defense and control of any claim or action subject to indemnification by you, without relieving you of your indemnification obligations hereunder. Upon learning of a claim by a third party that your use violates or allegedly violates a third party’s rights, you agree to promptly notify us

of any such claim. You agree to cooperate with us as reasonably required in the defense of any such claims, and you shall not in any event settle any such claim or matter without the written consent of Company.

9. User Conduct

You may not use the Website to conduct any activity that is illegal or violates the rights of others. You may not use any robot, spider, scraper, automated scripts or other automated means to access the Website or content or services provided on the Website for any purposes. You shall not attempt to make the Website unavailable through denial-of-service attacks or similar means or use the Website in a manner that could damage, disable or impair the Website.

10. Remedies for Misuse

You agree that any unauthorized use of this Website or its contents may cause Company immediate and irreparable harm for which money damages may not constitute an adequate remedy. You agree that we may, with or without cause, immediately terminate your access to this Website without prior notice. You further agree that injunctive relief, in addition to any other remedies available, may be warranted in order to enforce these Terms and Conditions of Use and you will consent to interim, interlocutory, and final injunctive relief restraining you from breaching, and requiring you to comply with, your obligations under these Terms and Conditions of Use, without a requirement that a finding of irreparable harm or other criteria for the awarding of injunctive relief be made. You further understand that unauthorized use of this Website may expose you to civil and criminal liability and that we may report violations of these Terms and Conditions of Use to and cooperate fully with the appropriate law enforcement authorities concerning any violations hereof.

11. Links to Third Party Sites

This Website may contain hyperlinks to websites operated by persons or entities other than Company. Such hyperlinks are provided for your reference and convenience only. Please be aware that we do not monitor, endorse or accept responsibility for the content on such websites or the operator or operations of such websites. You are solely responsible for determining the extent to which you may use any content at any other websites to which you might link from this Website. You agree not to hold Company responsible for the content or operation at any other web sites to which you might link from this Website. Selected content on the Website is provided by a third party. We have no control over, and take no responsibility for supplementing, correcting or updating that information. Furthermore, we make no warranties or representations of any kind whether with respect to its accuracy, completeness, timeliness or otherwise. We have no obligation to correct or update that information and shall not be liable for damages of any kind arising out of your access, inability to access or reliance upon the investor information contained in this Website.

12. Communications

You agree that you will not upload to, distribute, or otherwise publish on the Website any slanderous, obscene, libelous, or defamatory material. You are solely responsible for any content you post to this Website and represent and warrant that such content: (a) shall not be fraudulent; (b) shall not infringe any

third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) shall not violate any law, statute, ordinance or regulation (including without limitation those governing import/export control, consumer protection, unfair competition, anti-discrimination or false advertising); and (d) shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

13. Terms for RSS Feeds

Subject to the disclaimers in these Terms and Conditions of Use, you may use the RSS feeds from this Website. Furthermore, the contents of this Website are protected by the relevant copyright laws and international copyright treaties and all title, ownership and intellectual property rights remain the respective property of Company with respect to its own Website. We require proper attribution whenever you use contents from this Website on your website. We may restrict, modify, suspend, or terminate your access to these feeds, in whole or in part, at any time without liability. We reserve the right to ask that you remove contents in your website that were derived, copied or otherwise adapted from this Website.

14. Governing Law, Jurisdiction, No Class Actions and Waiver of Injunctive Relief

We hope we never get into any disputes with you in connection with our Website, but just in case, here are some things that would apply:

A. Governing Law/Jurisdiction.

THESE TERMS AND CONDITIONS OF USE AND THE INTERPRETATION OF THESE TERMS AND CONDITIONS OF USE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

B. No Class Actions.

To the fullest extent permitted by applicable law, you agree that any and all disputes, claims and causes of action you may have in connection with or related to the Website or these Terms and Conditions of Use will be resolved individually, without resort to any form of class action.

C. WAIVER OF INJUNCTIVE RELIEF.

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE WEBSITE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, CONTENT, PRODUCT, SERVICE, OR OTHER INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY COMPANY OR A LICENSOR OF COMPANY.

15. General Provisions

A. Updates to Terms and Conditions of Use.

Company reserves the right to modify these Terms and Conditions of Use, at any time without prior notice (“Updated Terms”). You agree that we may notify you of the Updated Terms by posting them on the Website so that they are accessible via a link on the Website, and that your use of the Website after we post the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and Conditions of Use on a regular and frequent basis. The Updated Terms will be effective as of the time that Company posts them on the home page of the Website, or such later date as may be specified in them.

B. Operation of Website; Availability of Products and Services; and International Issues.

Company controls and operates the Website from its U.S.-based offices (or offices of Company’s affiliate in the U.S.A.) and is intended for users located in the United States, Canada, the United Kingdom and the European Economic Area. If you use the Website from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Website may describe products and services that are available only in certain jurisdictions and are not available worldwide. We reserve the right to limit the availability of the Website and/or the provision of any content, program, product, service, or other feature described or available on the Website to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms and Conditions of Use of the Convention on Contracts for the International Sale of Goods.

C. Severability; Interpretation.

If any provision of these Terms and Conditions of Use is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms and Conditions of Use, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms and Conditions of Use (which will remain in full force and effect). To the extent permitted by applicable law, you agree that no part of these Terms and Conditions of Use shall be interpreted against us on the grounds that the particular language was drafted by us.

D. Communications.

When you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

E. Investigations; Cooperation with Law Enforcement; Termination; Survival.

Company reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Website security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and Conditions of Use, (iii) investigate any information obtained by Company in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and Conditions of Use, and (vi) discontinue the Website, in whole or in part, or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any

reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Company under these Terms and Conditions of Use. Upon suspension or termination of your access to the Website, or upon notice from Company all rights granted to you under these Terms and Conditions of Use will cease immediately, and you agree that you will immediately discontinue use of the Website. The provisions of these Terms and Conditions of Use, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in these Terms and Conditions of Use, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and waiver of injunctive relief.

F. Assignment.

Company may assign its rights and obligations under these Terms and Conditions of Use, in whole or in part, to any party at any time without any notice. These Terms and Conditions of Use may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.

G. No Waiver.

Except as expressly set forth in these Terms and Conditions of Use: (i) no failure or delay by you or Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms and Conditions of Use will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

For Residents of Ireland

All terms of the Terms and Conditions of Use apply to residents of Ireland, except as modified below:

5. Disclaimers.

The Terms and Conditions of Use are hereby amended to include the following sentences:

WITHOUT AFFECTING ANY STATUTORY RIGHTS YOU MAY HAVE, THE MATERIALS CONTAINED IN THIS WEBSITE AND IN LINKED SITES DIRECTLY OR INDIRECTLY ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR LEGAL REPRESENTATIVES, EMPLOYEES, AGENTS OR SUBCONTRACTORS OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

8. Indemnification.

The Terms and Conditions of Use are hereby amended to include the following sentence:

This clause shall apply to the fullest extent permissible by applicable law.

10. Remedies for Misuse.

The Terms and Conditions of Use are hereby amended to include the following sentence:

This clause shall apply to the fullest extent permissible by applicable law.

14. Governing Law, Jurisdiction, No Class Actions and Waiver of Injunctive Relief.

A. GOVERNING LAW/JURISDICTION.

The Terms and Conditions of Use are hereby amended to include the following sentence:

To the sole extent you qualify as a consumer under applicable law and depending on where you have your habitual residence and where you are domiciled, use of this Website may be governed by the laws of Ireland and Irish courts will have the non-exclusive jurisdiction.

B. WAIVER OF INJUNCTIVE RELIEF

The Terms and Conditions of Use are hereby amended to include the following sentence:

THIS PROVISION WILL NOT APPLY WHERE YOU ARE A CONSUMER.

For Residents of the European Union

European Commission Online Dispute Resolution Platform

The Terms and Conditions of Use are hereby amended to include the following sentence:

Where you are a consumer, you can register your complaint at <http://ec.europa.eu/consumers/odr/>.

If you wish to contact us directly regarding your online dispute you can do so at <mailto:ArchDPO@archcapservices.com>.