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**1. AUTHORIZED USER; YOUR RESPONSIBILITY.** You affirm that you are over the age of 18. You may not access or use the Sites if you are unable to form a binding, legal agreement with PREMIER HOLDINGS LLC. You assume all responsibility for your use of, or access to, the Sites, including your access to any Site Content and hereby waive all claims or causes of action against PREMIER HOLDINGS LLC, its affiliates, its licensors and their respective officers, directors, employees, agents and representatives in connection therewith.

By accessing or using our services, including receiving SMS communications, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these terms, please do not engage with our services.

#### **Consent for SMS Communication**

By providing your consent to receive SMS communications, you acknowledge and agree to receive text messages from "us" at the phone number you provide. Information obtained as part of the SMS consent process will not be shared with third parties.

#### **Types of SMS Communications**

If you have consented to receive text messages, you may receive SMS communications related to the following:

- **Customers and Guests:** Updates regarding your orders, deliveries, or other relevant information.
- **Job Applicants:** Information about your application status, onboarding materials, or other employment-related updates.

## Standard Messaging Disclosures

- Message and data rates may apply. Standard messaging rates will be charged by your mobile service provider.
- You can opt out of receiving SMS messages at any time by texting "STOP" to the number from which you received the message.
- For assistance, text "HELP" or visit our website at [www.mendota-insurance.com](http://www.mendota-insurance.com) and review the privacy notice and terms of service.

## Privacy

We respect your privacy and will only use the information you provide to communicate with you via SMS as outlined above. Your personal data will not be shared with third parties unless required by law or as necessary to deliver the requested service.

## Modifications

We reserve the right to update or modify these Terms and Conditions at any time. Any changes will be posted on this page with an updated revision date. By continuing to engage with our services, you agree to be bound by any changes to these terms.

2. **ACCURACY.** When you create an account, submit any personal information or claims to us, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify PREMIER HOLDINGS LLC if your information changes.
3. **PRIVACY.** Our use of your personal information is subject to the Terms of our Privacy Policy, which is incorporated into, subject to and made part of these Terms. To review the Privacy Policy, please follow the link at the bottom of the home page.
4. **CHANGES TO THESE TERMS.** We may amend these Terms at any time. Any changes to the Terms will be posted here, so please check this page regularly and make sure to also check the effective date, as set forth above. All amended terms and conditions are effective immediately. We may also provide you with additional notice of any changes, either at your e-mail address of record, via mail or when you log in to your account.
5. **USE OF THE SITES.** You are authorized to access and use the Sites and related Site Content as set forth in these Terms, provided that: (i) your use of the Sites and Site Content as permitted hereunder is solely for your personal, non-commercial use; (ii) you will not distribute or transfer any portion of the Sites on any media without PREMIER HOLDINGS

LLC's prior written approval; (iii) you will not alter, adapt or otherwise modify any part of the Sites other than as may be reasonably necessary to use that part of the Sites for its intended purpose; and (iv) you will otherwise comply in full with the terms and conditions of these Terms. We reserve the right in, our sole discretion, to restrict your use of the Sites, any Site Content and any third party's User Content at any time, with or without notice for any or no reason.

Concerning your account or any interactive applications, by logging in and using an application, you are agreeing to the following:

- that you are an authorized user
- that you will use the applications for their specified purpose
- that you will comply with security and data controls
- that you will prevent disclosure of sensitive information

6. **NO HARMFUL OR UNLAWFUL USE.** You will not use the Sites, any of the Site Content or services in any way that is unlawful or harms PREMIER HOLDINGS LLC, any other user of the Sites or any PREMIER HOLDINGS LLC Customer. You may not use the Sites or services in any manner that could overburden, or impair any of the Sites (or the networks or systems connected to any Sites). You may not use any device, software or instrumentality to interfere with the proper working of the Sites or services or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

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**1. LIMITATION OF LIABILITY.** WHILE WE USE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THIS WEBSITE, ERRORS OR OMISSIONS SOMETIMES OCCUR. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PREMIER HOLDINGS LLC MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THE CONTENT OF THIS WEBSITE AND UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL PREMIER HOLDINGS LLC, ITS SUBSIDIARIES, AFFILIATES, AGENTS, ASSIGNS AND OTHER REPRESENTATIVES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITES, BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITES OR SITE CONTENT, EVEN IF PREMIER HOLDINGS LLC OR A PREMIER HOLDINGS LLC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PREMIER HOLDINGS LLC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITES.

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the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

**1. YOUR SUBMISSIONS.** Any information, other than personal data or information, that you transmit to PREMIER HOLDINGS LLC via the Sites, including all remarks, suggestions, ideas, graphics, or other information communicated by you to us to improve the Sites, Site Content or the products or services of PREMIER HOLDINGS LLC (each, a "Submission"), whether by electronic mail or otherwise, will be treated as non-confidential and nonproprietary and will become the property of PREMIER HOLDINGS LLC. Such information, other than personal data or information, may be used for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. PREMIER HOLDINGS LLC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to PREMIER HOLDINGS LLC via this website or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. Without limitation, we will have exclusive ownership of all present and future existing rights to Submissions of every kind and nature everywhere. We will be entitled to use Submissions for any commercial or other purpose whatsoever, without compensation to you or any other person sending Submissions. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

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1. **COMPLIANCE WITH LAWS.** You shall obey all federal, state, and local laws, regulations and rules that apply to your activities when you use Sites. PREMIER HOLDINGS LLC reserves the right to terminate any account and to prevent your use of any and all Sites and Site Content if such account is used to engage in illegal activity or to violate these Terms.

1. **SECURITY.** You shall not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. PREMIER HOLDINGS LLC reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

1. **TERMINATION.** PREMIER HOLDINGS LLC reserves the right to in its sole discretion modify, interrupt, suspend or terminate the operation of, or access to, the Sites at any time, without notice to you and for any reason. PREMIER HOLDINGS LLC also reserves the right to terminate or block your access to the Sites at any time and for any reason including, without limitation, your violation of these Terms. In addition, PREMIER HOLDINGS LLC may notify the relevant law enforcement authorities or other third parties, of any illegal or other prohibited conduct by you.

1. **LIMITED TIME TO BRING YOUR CLAIM.** You agree that any cause of action arising out of or related to these Terms, the Sites and any Site Content must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

1. **GOVERNING LAW AND FORUM.** These Terms, and the interpretation, performance and enforcement of your and PREMIER HOLDINGS LLC's rights and duties under these Terms, shall be construed in accordance

with the laws of Minnesota, except for any conflict or choice-of-law principles. By using the Sites, you agree to submit any and all disputes arising out of or relating to these Terms to the exclusive jurisdiction of the state or federal courts in or for Dakota County, Minnesota.

**1. MISCELLANEOUS.** The Terms, and the Privacy Policy incorporated herein, constitute the entire agreement between you and PREMIER HOLDINGS LLC relating to your use of our Sites and Site Content. These Terms operate to the fullest extent permissible by law. If any portion of these Terms is unlawful, void, or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. PREMIER HOLDINGS LLC makes no representations that the Sites are appropriate or available for use in locations outside of the United States. Those who access or use the Sites from outside of the United States do so at their own volition and are responsible for compliance with local law. You shall obey all federal, state, and local laws, regulations and rules that apply to your activities when you use the Sites.

**21. CONTACTING US.** If you have any questions or concerns about these Terms, please contact us at the number or address below or visit us on the Web at [www.advantageauto.com](http://www.advantageauto.com) or [www.mendota-ins.com](http://www.mendota-ins.com)

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