

## **COASTAL RISK CONSULTING, LLC STANDARD TERMS AND CONDITIONS AND DISCLAIMERS AND TERMS OF USE**

Coastal Risk Consulting, LLC (“Company” and “CRC”), is a Florida LLC that produces flood, climate and natural hazard risk assessments and reports. These products go by various names, which may change or be modified from time-to-time at Company’s discretion, but include: FIRST Score® Report, Coastal Risk Rapid Assessment™, Flood Insurance Risk Report, Flood and Climate Risk Report, Flood and Natural Hazard Risk Assessment, Flood and Damage/Loss Report, etc. These reports are state-of-the-art, flood and climate and natural hazard screening-level tools, which assesses potential risks to individual properties and economic losses, at the parcel level, from events, such as: riverine flooding, heavy rainfall, storm surge and tidal flooding and progressive sea level rise. Other natural hazards and government risk zones and categories, such as Wind Zones, Tornados, Wildfires, Earthquakes, and Tsunamis may also be analyzed and reported in some reports. These specialized tools allow customers to assess the current and future risk status of specific properties.

The Coastal Risk Consulting, LLC, reports are provided only as screening-level forecasts, based upon best-available government and peer-reviewed data and information available at the time of delivery of the final product to the end user.

Clients and Customers of Coastal Risk Consulting, LLC who order and receive the products are defined as the “End Users” and are referred to herein as “You,” and “Your” along with “Clients” and “Customers.” **Your purchase and use of these products indicates acceptance of the following Disclaimers, Terms of Use and Privacy Policy.**

**CRC products are provided subject to the following terms of use and disclaimers:**

### **DISCLAIMERS**

Coastal Risk Consulting, LLC is not a law firm, engineering, architecture firm, lender, insurance company or insurance agency, mortgage broker, underwriter, loan processor or loan originator and is not offering legal, investment, lending, insurance, engineering, construction or architectural services of any kind in any state, province, territory or country. CRC’s reports and advice are not a substitute for an attorney or a law firm, a licensed engineer, architect, bank, mortgage lender, contractor, insurer, or any other type of entity described herein. CRC does not aid nor does it assist in the negotiations or discussions with any third-parties, governmental or private.

CRC assumes and takes no responsibility for any action, result, or consequence related directly or indirectly to the use of any CRC product delivered to the End User.

CRC does not provide any kind of advice, opinion, or recommendation or advice about your legal obligations, rights, remedies, defenses, options, or strategies. CRC does, however, provide research, alerts and notifications on legal, engineering and architectural developments as they impact flood and natural hazard risks, from time-to-time at its discretion, including laws and regulations pertaining to climate issues, sea level rise, tidal flooding and storm surge.

## TERMS OF USE

By Purchasing and/or Using CRC's Products and Services, Clients and Customers of CRC ("End Users") acknowledge that they have read these terms of use and agree to be bound by all terms of use, disclaimers and Privacy Policies.

Each Report purchased and/or used by the End User is only valid for the specific address or addresses supplied and paid for by the consumer and for the date on which the product is first delivered. These products are not transferrable to any other person or entity and are not assignable. These products are intended for use only by Clients and Customers of Coastal Risk Consulting, LLC, and not any third-party or entity. The reports are intended only for the specific individual properties submitted for study and analysis by Coastal Risk Consulting, LLC.

Each client of CRC acknowledges that the content and output of these CRC products are based upon current government and peer-reviewed data and research on climate and geophysical impacts, including but not limited to: riverine flooding, heavy rainfall, storm surge and sea level rise. Users, clients and customers of CRC also acknowledge and agree that this scientific data and research is constantly evolving and may require re-calculation for the particular properties for which the content is furnished as time passes. Results as described in these reports can and probably will change over time, depending upon many dynamic factors. Some of these factors are site specific and are not included in these reports, such as localized land subsidence and erosion, and the impacts of local engineered mitigations (E.g., pumps, pipes, berms, and levees, reservoir operations, etc.).

These reports may not be re-distributed or transmitted without the express written permission of Coastal Risk Consulting, LLC, and are for informational purposes only. The product reports and results do not constitute legal, engineering, construction or architectural, insurance, real estate or other advice and are not intended in any manner to do so. **You agree to use these products for your own personal use only.**

Public policy, laws, regulations and rules relating to coastal risks (storm surge, tidal flooding and sea level rise) are constantly evolving, complex and always in a state of change. Coastal Risk Consulting, LLC endeavors to use the latest information and data relating to specific parcels considering sea level rise, storm surge, tidal flooding and other dynamic forces. No contractual relationship or duty of care or reliance is established by the sale or transfer of any CRC products and services to any third-party or entity, which is not a confirmed Customer or Client of Coastal Risk Consulting, LLC and who is not in contractual privity with CRC.

Customers and Clients of Coastal Risk Consulting, LLC agree they shall not publish or transmit, in any manner, or post on-line, in any social media account and by use of any internet connected means of communication, any reports or studies produced by Coastal Risk Consulting, LLC. You agree not to modify, reproduce, display, distribute, or otherwise provide access to, disassemble, create derivative works from, or reverse engineer any portion of these products. You agree not to remove, alter, obscure or modify any copyright or other intellectual property notices that appear in any CRC product. No license to use the CRC products in any other way other than by the End Consumer is granted by these Terms and Conditions. No grant of any license is made by this agreement or the use of CRC products. You agree

you will not allow, permit, encourage or assist any third-party to use the materials and products ordered from CRC for your own personal use.

You agree not to use the information, data and analysis in any improper, unlawful or unethical manner.

Customers and Clients agree, when submitting information to Coastal Risk Consulting, LLC, during the process of ordering any CRC product, to provide accurate and complete answers to all inquiries to help insure accurate product results. By ordering any CRC product, End User represents he, she or it has full legal authority to do so. You agree that you are solely responsible for all information provided to CRC when ordering any CRC product and in responding to any questions posed by CRC during the production of any final delivered CRC products to you.

Any account opened with CRC by the End User may not be shared with others.

**NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY COASTAL RISK CONSULTING, LLC, REGARDING ANY CONTENT, SERVICES AND PRODUCTS. CRC PRODUCTS ARE PROVIDED “AS IS,” AND “WITH ALL FAULTS” AND ON AN “AS AVAILABLE” BASIS. COASTAL RISK CONSULTING, LLC, EXPRESSLY DISCLAIMS ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW. TO THE FULL EXTENT PROVIDED BY LAW, CRC MAKES NO REPRESENTATIONS OTHER THAN WHAT IS IN THE CRC PRODUCTS DELIVERED TO THE END USER.**

CRC does not make any express or implied representations about how, if at all, the U.S. Federal Government, state, local and regional governments, Lenders, private insurers and any other third-parties will use these products or scores. CRC is a private business entity and not connected with or a part of any other private or public entity.

Each legal controversy or issue depends on case-specific facts and different jurisdictions have different public policies, laws, regulations and rules. Due to these differences, you should not act or rely on CRC product results without seeking the advice of a competent attorney licensed to practice in your state for your specific legal problems. CRC is not a substitute for legal counsel. Use of these products is not intended to, and do not, create any form of an attorney/client relationship.

Coastal Risk Consulting, LLC's products are protected by Copyright, Trade Secret and Intellectual Property laws of the United States. While publicly-available software and intellectual property materials were utilized in preparing CRC's products, CRC owns all rights, title and interest in all CRC products, the processes, materials, the look, feel, design and organization of the CRC products, including, but not limited to the compilation of the content, code, data, copyrights, trademark rights, database rights and other intellectual and proprietary rights associated with such materials. CRC does not make any claim to third-party works. Use of these materials does not grant users of these products of CRC any ownership of any content, code, data, or materials you may be provided. All rights not expressly granted by CRC to users and any third-party are reserved by CRC.

CRC grants End Users of CRC products the right to download, copy, view, store and print the materials provided on any single stand-alone computer solely and exclusively for your personal and non-commercial use. However, users of these products agree not to remove, edit, change or alter any

copyright and trademark notices. The work product materials created by CRC for the End Users may not be used on any website, blog or social media platform or service.

CRC shall not be liable for any damages (compensatory, consequential, special, incidental, punitive, exemplary, direct or indirect) arising out of providing the End User with any product or service. This exclusion applies to any claim for breach of contract, negligence and any other cause of action unless contrary to applicable law. If you have a dispute with these terms and conditions, or you have any claim against CRC with respect to the products and services of CRC, your exclusive and sole remedy is discontinuance of the use of CRC services and products.

**CRC reserves the right to update, amend and change these terms of service, at any time, in its sole discretion. Any changes will be posted at [www.CoastalRiskConsulting.com](http://www.CoastalRiskConsulting.com) and [www.floodscores.com](http://www.floodscores.com) and will be effective on the date stated.**

These Terms of Use are governed by the laws of the State of Florida, without the effect of any conflict of law provisions. End User agrees to submit to the exclusive jurisdiction of courts located in Palm Beach County, Florida, for any and all disputes, lawsuits, causes of action and claims arising out of the use of CRC products. In any dispute between the End User and CRC, the prevailing party shall be entitled to attorney's fees and litigation costs and you, as the End User, agree to participate in a pre-suit mediation in Palm Beach County, Florida.

End User agrees to defend and hold harmless CRC, its agents, employees, officers, directors and independent contractors for any breach of these terms of use and improper or unauthorized uses of CRC product materials. The duty to indemnify also covers your violation of any law or the rights of third parties.

## **PRIVACY POLICY**

Coastal Risk Consulting, LLC (CRC) respects your privacy rights. In all communications with CRC, we will not provide your e-mail, phone number, name, address or any other information about you, including any credit/debit card information, to any third-party, without your specific written or electronic authorization. The content of your communications will not be shared with any advertiser or unauthorized third-party. Customers and Clients of CRC may be asked to complete questionnaires concerning their properties to help CRC deliver services and products. This information will be protected and not shared with any unauthorized persons or entities. Our privacy policy covers all information you send to CRC.

If you call CRC, such calls may be monitored or recorded for quality assurance and End User services. The contents of your call will not be shared with any third-party unless required by applicable law.

CRC will use personal information when it has a good faith belief that it is necessary to comply with any applicable law or order or subpoena of and from a Court of competent jurisdiction, to prevent fraud, to investigate any violation of the CRC Terms of Use, and to protect against any kind of harm to CRC or third parties.

**If you have questions or concerns about this privacy policy, please contact CRC by sending an e-mail to [customerservice@coastalriskconsulting.com](mailto:customerservice@coastalriskconsulting.com).**