

Terms and Conditions of Use

Effective Date: These Terms and Conditions of Use were last revised on Dec. 16, 2022.

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 (collectively, "Arch", "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 the 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. Additionally, please review the Additional Terms included in our [Privacy and Data Protection Policy](#). Customers of Arch Mortgage Insurance companies in the United States are recommended to review the additional terms of that those companies' [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.

ANY POLICY OF INSURANCE THAT IS SOLICITED OR CAN BE NEGOTIATED OR SOLD THROUGH A COMPANY WEBSITE IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN THE INSURANCE POLICY. IN THE EVENT OF ANY CONFLICT BETWEEN THE INSURANCE POLICY AND THESE TERMS AND CONDITIONS OF USE OR ANY ADDITIONAL TERMS, OR BETWEEN THE INSURANCE POLICY AND ANY DESCRIPTION THEREOF ON ANY WEBSITE THROUGH WHICH IT WAS SOLICITED, NEGOTIATED, OR SOLD, THE TERMS AND CONDITIONS OF THE INSURANCE POLICY SHALL GOVERN. WITHOUT LIMITATION ON THE FOREGOING, NO INSURANCE POLICY WILL BE ISSUED UNTIL AN APPLICATION IS ACCEPTED BY US. COVERAGE BEGINS AT THE TIME STATED IN THE INSURANCE POLICY, NOT WHEN AN APPLICATION IS SUBMITTED TO US THROUGH THE WEBSITE.

Excess and surplus lines coverages may only be obtained through licensed surplus or excess 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.

[Additional licensing and regulatory information about our subsidiaries](#) is available as a PDF that you can download.

Insurance and financial professionals in a contractual relationship with Arch are subject to the terms of their contracts, including any policies, procedures, and guidelines issued to such persons by Arch. In the event of any conflict between such contracts, policies, procedures and guidelines and these Terms and Conditions of Use, the terms and conditions of the contracts, policies, procedures, and guidelines shall govern at Arch's sole discretion.

2. Accounts and Use of Portals

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](#).

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 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; (iv) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (v) 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 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. Subject to applicable laws, we reserve the right to verify the information you provide to us via our Website and decline your request for an insurance quotation, an insurance contract or any other Services 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 workproduct developed from such information, including, but not limited to, quotes, estimates, applications, binders and policies, is the sole property of Arch.

3. User-Generated Content

Arch 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").

By providing User-Generated Content, you remain legally responsible for its content. Company does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Submissions of User-Generated Content may not be secure, and your submission of User-Generated Content is solely at your own risk. Except as otherwise described in the Website's posted [Privacy and Data Protection Policy](#), User-Generated Content will be treated as non-confidential, regardless of whether you mark any such User-Generated Content "confidential," "proprietary," or words to similar effect. The Company reserves the right to delete any User-Generated Content for any reason or for no reason. User-Generated Content will not be returned.

Notwithstanding the foregoing, you grant to Arch the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license ("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. You agree that you will not receive any remuneration for Company's use of any of the rights granted by the License.

You agree that you will not upload to, distribute, or otherwise publish on the Website any slanderous, obscene, libelous, or defamatory material. You represent and warrant that User-Provided Content shall not: (a) be fraudulent; (b) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) 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) 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.

With your consent, you may engage our automated assistant or "chatbot" function to answer your basic questions. For more information, please refer to Arch's Privacy Policy [Privacy and Data Protection Policy](#) and to the notice we provide prior to engaging the chatbot function.

4. Intellectual Property

The design of this Website and its content are the property of Arch and are protected by copyright and other intellectual property laws. Subject to your strict compliance with these Terms and Conditions of Use, Arch hereby authorizes you and grants you a limited, non-exclusive, revocable, non-assignable, 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 and personal 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 Arch'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.

Notwithstanding the above, nothing in this section shall be interpreted to preclude consumers from downloading and/or printing their insurance policies, statements and related notices.

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

5. Disclaimers

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. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED REPRESENTATIONS, 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, 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 SYSTEMS, DATA OR INFORMATION.

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.

TO THE EXTENT PERMITTED BY LAW, 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. Additional Terms Applicable for Purchases Made through the RoamRight.com Website

A. To purchase any goods and/or services through www.roamright.com, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any goods or services on those websites, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration; and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization. All sales of products and services are subject to the terms and conditions within each insurance policy. For each product or service that you order on those websites, you agree to pay the price applicable (including any sales taxes, surcharges and any fees for the service you select) as of the time you submitted the order. We will automatically bill your credit card or other form of payment submitted as part of the order process for such price. Please note that we do not provide price protection or refunds in the event of a price drop.

B. Methods of Payment, Credit Card Terms and Taxes. All payments must be made by Visa, MasterCard, Discover, American Express or PayPal. We currently do not accept cash, personal or business checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms and Conditions of Use to determine your rights and liabilities as a cardholder. You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify us of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If we do not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by us or our agents.

C. Order Acceptance Policy. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. Your order will be deemed accepted by us upon our issuance of the insurance policy that you have ordered. Notwithstanding the foregoing, you agree that, if we cancel your order, your sole and exclusive remedy is that we will issue a credit to your credit card account in the amount charged for the cancelled portion (if your credit card has already been charged for the order). Do not assume that a cancellation or change of an order you have placed with us has been effected until you receive a confirmation from us via email or the Website. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed before your cancellation/change request was received.

7. Additional Terms

A. 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 our current assessment of risks and uncertainties. Actual events and results may differ materially from those expressed or implied in these statements. Important factors that could cause actual events or results to differ materially from those indicated in such statements are discussed below and elsewhere in this report and in our periodic reports filed with the Securities and Exchange Commission (the “SEC”), and include:

- Our ability to successfully implement our business strategy during “soft” as well as “hard” markets.
- Acceptance of our business strategy, security and financial condition by rating agencies and regulators, as well as by brokers and our insureds and reinsureds.
- Our ability to consummate acquisitions and integrate the business we have acquired or may acquire into our existing operations.
- Our ability to maintain or improve our ratings, which may be affected by our ability to raise additional equity or debt financings, by ratings agencies’ existing or new policies and practices, as well as other factors described herein.
- General economic and market conditions (including inflation, interest rates, unemployment, housing prices, foreign currency exchange rates, prevailing credit terms and the depth and duration of a recession, including those resulting from COVID-19) and conditions specific to the reinsurance and insurance markets in which we operate.
- Competition, including increased competition, on the basis of pricing, capacity (including alternative sources of capital), coverage terms, or other factors.
- Developments in the world’s financial and capital markets and our access to such markets.
- Our ability to successfully enhance, integrate and maintain operating procedures (including information technology) to effectively support our current and new business.
- The loss and addition of key personnel.
- Material differences between actual and expected assessments for guaranty funds and mandatory pooling arrangements.
- Accuracy of those estimates and judgments utilized in the preparation of our financial statements, including those related to revenue recognition, insurance and other reserves, reinsurance recoverables, investment valuations, intangible assets, bad debts, income taxes, contingencies and litigation, and any determination to use the deposit method of accounting.
- Greater than expected loss ratios on business written by us and adverse development on claim and/or claim expense liabilities related to business written by our insurance and reinsurance subsidiaries.
- The adequacy of the Company’s loss reserves.
- Severity and/or frequency of losses.
- Greater frequency or severity of unpredictable natural and man-made catastrophic events.
- Claims for natural or man-made catastrophic events or severe economic events in our insurance, reinsurance and mortgage businesses could cause large losses and substantial volatility in our results of operations.
- The effect of climate change on our business.
- The effect of contagious disease (including COVID-19) on our business.
- Acts of terrorism, political unrest and other hostilities or other unforecasted and unpredictable events.
- Availability to us of reinsurance to manage our gross and net exposures and the cost of such reinsurance.

- The failure of reinsurers, managing general agents, third party administrators or others to meet their obligations to us.
- The timing of loss payments being faster or the receipt of reinsurance recoverables being slower than anticipated by us.
- Our investment performance, including legislative or regulatory developments that may adversely affect the fair value of our investments.
- Changes in general economic conditions, including sovereign debt concerns or downgrades of U.S. securities by credit rating agencies, which could affect our business, financial condition and results of operations.
- Changes in the method for determining the London Inter-bank Offered Rate (“LIBOR”) and the replacement of LIBOR with alternative benchmark rates.
- The volatility of our shareholders’ equity from foreign currency fluctuations, which could increase due to us not matching portions of our projected liabilities in foreign currencies with investments in the same currencies.
- Changes in accounting principles or policies or in our application of such accounting principles or policies.
- Changes in the political environment of certain countries in which we operate or underwrite business.
- A disruption caused by cyber-attacks or other technology breaches or failures on us or our business partners and service providers, which could negatively impact our business and/or expose us to litigation.
- Statutory or regulatory developments, including as to tax matters and insurance and other regulatory matters such as the adoption of proposed legislation that would affect Bermuda-headquartered companies and/or Bermuda-based insurers or reinsurers and/or changes in regulations or tax laws applicable to us, our subsidiaries, brokers or customers, including new guidance implementing the Tax Cuts and Jobs Act of 2017 and the possible implementation of the Organization for Economic Cooperation and Development (“OECD”) Pillar I and Pillar II initiatives.
- The other matters set forth under Item 1A “Risk Factors”, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and other sections of our most recent Annual Report on Form 10-K, as well as the other factors set forth in our other documents on file with the SEC, and management’s response to any of the aforementioned factors.

All subsequent written and oral forward-looking statements attributable to us or persons acting on our 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. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

B. 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 or 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 of the Website or the Website's content 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 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 portals or hyperlinks to websites operated by persons or entities other than Company. When you navigate to those third party sites, the terms & conditions, licenses and privacy policy of that third party may apply, all of which may be different from Arch's. If you have any questions or concerns about the third party's terms & conditions, licenses and privacy policy, please do not access its website from Arch. Such portals or hyperlinks are provided for your reference and convenience only. Arch does not capture any usernames, passwords or other data from any portals and Arch captures or maintains no personal information that you may enter through portals or hyperlinks to third party websites.

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 websites to which you might link from this Website. Selected content on the Website is provided by one or more third parties. 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 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. 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.

13. 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 dispute, claim, cause of action, or controversy arising out of or relating to the Website or these Terms & Conditions of Use: (a) shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; and (b) shall 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.

14. General Provisions

A. Updates to Terms and Conditions of Use

Company reserves the right to modify these Terms and Conditions of Use, including Company policies and other documents linked herein, 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. Availability of Products and Services

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.

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 the rights, powers, or remedies hereunder 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.