

Interpose MGA LLC

Terms of Service

Effective Date: January 1, 2026

## 1. Acceptance of Terms

These Terms of Service ("Terms") govern access to and use of the services made available by Interpose MGA LLC ("Interpose," "we," "us," or "our"), including the website located at [interposegroup.com](http://interposegroup.com) and any associated portals, dashboards, applications, or other online services (collectively, the "Services"). By accessing or using the Services, you agree to these Terms. If you do not agree to these Terms, you may not access or use the Services.

## 2. Description of Services

Interpose provides program administration, underwriting support, risk assessment, reporting, portal access, technology services, and related administrative and professional services in connection with insurance operations. Certain portions of the Services may be made available only to approved users. Certain services may be subject to separate applications, approvals, underwriting requirements, or written agreements. Interpose may modify, suspend, discontinue, withdraw, or limit the availability of any portion of the Services at any time, with or without notice.

## 3. Eligibility and Account Registration

The Services are intended for use by licensed insurance professionals, carriers, brokers, policyholders, and other authorized business users, as applicable to the particular service. If you register for an account or access the Services on behalf of an entity, you represent and warrant that you are authorized to do so, that the information you provide is accurate and current, and that your use of the Services will comply with applicable law and any applicable contractual restrictions.

## 4. Use of Services

You may use the Services only for lawful purposes and only in accordance with these Terms. You may not:

- (a) use the Services in any manner that could interfere with, disrupt, or impair the operation of the Services or related systems;
- (b) attempt to gain unauthorized access to the Services, accounts, networks, or data;
- (c) submit or transmit unlawful, infringing, fraudulent, misleading, or malicious materials; or

(d) copy, reproduce, modify, distribute, display, or create derivative works from the Services or any materials made available through the Services except as expressly permitted by Interpose in writing.

## 5. Intellectual Property

The Services, and all content, software, methodologies, reports, data, text, graphics, and other materials made available through the Services, are owned by Interpose or its licensors and are protected by applicable intellectual property and other laws. Except for the limited right to access and use the Services in accordance with these Terms, no right, title, or interest is granted to you.

## 6. Confidentiality

In connection with your use of the Services, you may receive or have access to confidential, non-public, proprietary, or commercially sensitive information relating to Interpose or third parties. You agree to use such information only as necessary for the permitted use of the Services and not to disclose such information except as authorized by Interpose or required by applicable law.

## 7. Disclaimers

The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Interpose disclaims all warranties of any kind, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, accuracy, or uninterrupted operation. Interpose does not warrant that the Services will be error-free or free of harmful components. Nothing on the Services constitutes an offer, solicitation, binder, quotation, or commitment to provide insurance or any other service, and no information provided through the Services should be relied upon as insurance, legal, tax, or other professional advice. Availability of any product or service is subject to applicable underwriting review, legal requirements, and approval by the relevant carrier or program administrator, as applicable.

## 8. Limitation of Liability

To the fullest extent permitted by law, Interpose and its officers, directors, employees, affiliates, agents, licensors, and service providers shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenues, business opportunity, goodwill, use, or data, arising out of or relating to the Services or these Terms, even if advised of the possibility of such damages.

To the fullest extent permitted by law, the total aggregate liability of Interpose arising out of or relating to the Services or these Terms shall not exceed the amounts paid, if any, by you to Interpose for access to or use of the Services during the twelve (12) months preceding the event giving rise to the claim. If your use of the Services is governed by a separate written agreement

with Interpose, the liability provisions of that agreement will control to the extent of any conflict.

#### 9. Indemnification

You agree to indemnify, defend, and hold harmless Interpose and its officers, directors, employees, affiliates, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to your use of the Services, your violation of these Terms, or your violation of applicable law or the rights of any third party.

#### 10. Suspension and Termination

Interpose may suspend, restrict, or terminate your access to all or any portion of the Services at any time, with or without notice, for operational, security, legal, compliance, or business reasons, subject to any separate written agreement that applies. Upon termination, your right to use the affected Services will cease immediately. Sections that by their nature should survive termination will survive.

#### 11. Electronic Communications

By using the Services, you consent to receive communications from Interpose in electronic form, including via email and through notices posted on the Services. You agree that all agreements, notices, disclosures, and other communications provided to you electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

#### 12. Assignment

You may not assign or transfer these Terms, or any rights or obligations under these Terms, without the prior written consent of Interpose. Interpose may assign these Terms, in whole or in part, to an affiliate, a successor in interest, or in connection with a merger, acquisition, financing, reorganization, or sale of assets, without notice or consent.

#### 13. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles. Any action arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Delaware, and each party submits to the jurisdiction of those courts.

#### 14. Modifications

Interpose may revise these Terms from time to time. Revised Terms will become effective upon posting or as otherwise indicated in the revised Terms. Your continued use of the Services after the effective date of revised Terms constitutes acceptance of the revised Terms.

#### 15. Entire Agreement; Severability

These Terms, together with any separate written agreement between you and Interpose, constitute the entire agreement between you and Interpose with respect to the Services and supersede any prior or contemporaneous communications regarding the subject matter of these Terms. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

#### 16. Contact

Questions regarding these Terms may be directed to [legal@interposegroup.com](mailto:legal@interposegroup.com).