

Terms and Conditions Last Updated: October 1, 2024

## GROUND RULES

These Terms of Service (“Terms”) govern your access to and use of [www.mysimplequote.org](http://www.mysimplequote.org) (“Site”), and all products, services, and materials made available through the website and related online and offline services and communications (collectively, the “Services”) This includes any electronic content, functionality, features, and applications provided through the Services (collectively, “Materials”).

SimpleQuote is the online auto insurance quoting tool brand name of CU Financial Group, LLC, a credit union service organization owned by Associated Credit Union of Texas (“CUFG”). Auto insurance is underwritten by and advertising is produced on behalf of Farmers Texas County Mutual Insurance Company in Texas. Farmers Texas County Mutual Insurance Company is a member of the Farmers Insurance Group of Companies®. (Farmers Texas County Mutual Insurance Company its respective subsidiaries, affiliates and parent companies and their successors, are referred to herein as “Toggle”. Toggle® is a brand name of Farmers.)

CUFG and Toggle may be referred to herein individually, and references to CUFG/Toggle or “we”, “us”, or “our” mean CUFG and Toggle.

## APPLICABLE TERMS

Please read these Terms carefully before you start to use our Site and Services. These Terms include and incorporate both the SimpleQuote Privacy Policy with respect to SimpleQuote, and the Toggle Privacy Policy with respect to Toggle (together referred to as the “Privacy Policies”). By using the Site and Services, you confirm that (1) you are at least 18 years of age, and (2) you have read, understood, and agree to be bound and abide by our Terms (including the Privacy Policies). These Terms (and the respective Privacy Policies) may be modified from time to time. Any modifications are effective when posted through the Site and Services, so please review the Terms and Privacy Policies periodically for changes. Your continued use of the Site and Services following the posting of such changes will mean that you accept the changes. The headings and captions used in these Terms are inserted for convenience only and do not affect the meaning or interpretation of these Terms.

## PERMITTED USE

You may view, use, and download Materials at or from the Site or Services for informational, non-commercial purposes in connection with available insurance offers and policies. You may print a copy of the information contained on this Site only for your personal use. You may not store, modify, reproduce, transmit, distribute, repost, publicly display, or otherwise use any content from the Site or Services, or the design or layout of the Site or Services or individual sections of it, in any form or media except with our express prior written permission. The commercial use, reproduction, reposting, public display, transmission or distribution of any information, software, logo, or other material available through the Site or Services without our prior written consent is strictly prohibited.

You understand that we may, at any time, for any reason and without notice, discontinue, change, or restrict your use of the Site or Services, except to the extent we expressly provide otherwise in writing (e.g., a binding insurance policy).

In connection with your use of the Site and/or Services, you agree that you will (a) review and comply with these Terms including the Privacy Policy; (b) comply with all federal, state, local, foreign or other applicable law, or regulatory requirements; and (c) provide accurate information to us and update it as necessary.

#### UNAUTHORIZED USE

You may not use any portion of the Site or Services for any unlawful purpose or in any way that might harm, damage, or disparage any other party. Any commercial use of this Site is prohibited. The Site is not intended for use by persons in any jurisdiction or country where such use would be contrary to applicable laws or regulations. We may restrict your access to the Site during times when you are in a country for which use of the Site would be prohibited. You are responsible for compliance with all applicable laws.

Without limiting the preceding sentence, under no circumstances are you allowed to:

- a. Engage in any conduct in connection with the Site and Services that could be considered defamatory, bullying, threatening, harassing, predatory, intimidating, obscene, violent, inflammatory, or otherwise objectionable;
- b. Infringe upon our, or any third party, copyrights, trademarks, service marks, trade secrets, or rights of publicity or privacy;
- c. Use the Site or Services for spamming or to send unsolicited mass mailings;
- d. Create an account for anyone other than yourself, a natural person or use or attempt to use another's account or create a false identity;
- e. Decompile, reverse engineer, disassemble, or modify any portion of the Site or Services;
- f. Introduce into the Site or Services any virus or other code or programming intended to disrupt or damage the Services, or alter, damage, or delete any portion of the Site Services, or retrieve or record information about the Site or Services or their users;
- g. "Scraping," copying, republishing, licensing, or selling the data or information on the Site or Services, or otherwise utilize information, Materials, or any data you view on or obtain from the Site or Services to provide any service for any commercial or competitive purpose as determined in our discretion;
- h. Merge any portion of the Site or Services with any other content or data or otherwise create derivative works based on any portion of the Services;
- i. Sublicense, assign, translate, rent, lease, lend, resell for profit, distribute, or transfer any portion of the Site or Services or access to the Site or Services to others;
- j. Remove, obscure, or alter any copyright, trademark or other proprietary rights notices contained in or on the Site or Services;
- k. Use, or allow the use of, the Site or Services or the Materials in contravention of any federal, state, local or foreign or other applicable law, or rules or regulations of regulatory or administrative organizations, or otherwise act in a fraudulent, illegal, malicious, or negligent manner when using the Services; or

I. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Site or Services.

#### ELIGIBILITY

The Services are not necessarily available in all areas of the United States and you may not be eligible for them. Policy features may vary by state; see your policy contract for detailed information. Toggle reserves the right to determine eligibility for SimpleQuote Auto insurance and other insurance products underwritten by Toggle.

#### CREDIT AND CREDIT-BASED INFORMATION

Disclosure in accordance with Insurance Law

If you are a first time user: In connection with this insurance, Toggle may review your credit report or obtain or use a credit-based insurance score, based on information contained in that report. Toggle will not review your credit report or obtain or use a credit-based insurance score in states where this is prohibited. An insurance score uses information from your credit report to help predict how often you are likely to file claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies and foreclosures. The information used to develop the insurance score comes from Equifax. You may request a written statement from Toggle describing our use of credit histories or insurance scores.

If you have used the Services before and you wish to renew your policy: Toggle may have previously used a credit report or obtained or used a credit-based insurance score based on information contained in that report. Toggle may obtain or use credit information provided again, upon renewal of policy. Toggle will not review your credit report or obtain or use a credit-based insurance score in states where this is prohibited. An insurance score uses information from your credit report to help predict how often you are likely to file claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies and foreclosures. The information used to develop the insurance score comes from Equifax.

Where applicable, if you believe an extraordinary life circumstance has negatively impacted your credit information, you may request, in writing, that Toggle provide reasonable exceptions to its underwriting and/or rating practices for this quote or any policy issued. Please contact Toggle at [support@gettoggle.com](mailto:support@gettoggle.com) for details on qualifying circumstances and how to request an exception.

#### INSURANCE QUOTES

All quotes provided through the Site or Services are based on the information you provided and do not constitute a contract or binding agreement to extend insurance coverage. To obtain coverage you must submit an application to Toggle. All applications are subject to underwriting review and approval.

#### PURCHASE DECISIONS

Any insurance purchasing decisions, such as coverage amounts, limits and deductibles, are completely and solely your responsibility. Insurance coverage and Toggle’s performance under your insurance policy

are determined solely by the terms, conditions, exclusions and limitations of your insurance policy and applicable law. Policy features may vary by state. We encourage you to view/download a sample of your actual policy documentation prior to making any purchase decision: Here are sample auto policies for the currently supported states:

Auto

1. [Texas](#)

The above policy samples are provided for general information purposes only and are not intended to describe all of the terms, conditions, and exclusions applicable to your insurance policy. Please refer to your actual policy or the relevant product or services agreement for the specific governing terms. Nothing provided through the Site or Services should be construed as rendering legal, accounting or other professional advice, and any reliance you place on such information is therefore strictly at your own risk.

#### CLAIMS PROCESS

If you report an insurance claim, the information you submit regarding your insurance policy and the loss is subject to review and verification. Toggle reserves the right to request additional information prior to reaching a decision on the claim. A claim representative may communicate with you regarding your claim. All policy provisions contained in your policy remain in effect. If you have filed a claim and have any questions concerning the coverage afforded by your policy, please speak to your assigned claims adjuster.

#### ACCOUNT INFORMATION

In order to access the Services, you will have to create an account. By doing so, you represent and warrant, unless prohibited by state law, that the information you provide to us at registration (including information provided through any Linked Accounts, as defined below), and at all other times, will be true, accurate, current, and complete. Your "Account Information" also includes any information you provide to Toggle during the insurance application, in connection with a support request, or during the claims process.

You authorize Toggle to store any Account Information, including User Content (as defined below) and credit or debit card information you provide subject to the Recurring Credit/Debit Card Payments section of these Terms.

We reserve the right to access, read, preserve, and disclose Account Information as we reasonably believe is necessary to: (a) satisfy any law, regulation, legal process, subpoena or governmental request; (b) enforce these Terms, including investigation of potential violations thereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; (d) cooperate with law enforcement authorities; (e) respond to user support requests; or (f) protect our, our users' or the public's rights, property or safety.

#### INFORMATION STORAGE AUTHORIZATION

You authorize us or one of our vendors to store any information you provide, including, but not limited to, names, addresses, birth dates, driver's license numbers, social security numbers, vehicle identification numbers (VINs), Bank Account or Payment Card information, and User Content (as defined below).

You certify that you are the owner and or authorized signer for any Bank Account or Payment Card you provide, and you authorize the financial institution where any such Bank Account or Payment Card is held to honor any withdrawals or charges you authorized.

Additional [Payment Authorization Terms and Conditions](#) may be applicable.

## PRIVACY AND PASSWORDS

Personal information collected by us in connection with the Services will be maintained in accordance with the posted Privacy Policies, as updated from time to time.

Some portions of the Services are protected and require a User ID and password or other credentials (in each case, "Credentials") for access. Unauthorized use or access is strictly prohibited. You agree that you are responsible for maintaining the confidentiality of your Credentials. You may not share your Credentials with any third party. You are responsible for all uses of your Credentials, and any and all related charges, whether or not authorized by you. You must immediately notify us of any unauthorized use of your Credentials or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your Credentials, with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your Credentials.

## LINKED ACCOUNTS AND SOCIAL NETWORKING SITES

We may, now or in the future, allow you to link your account for the Site or Services to your account(s) on third party services, such as social networking sites ("Linked Accounts"). If you choose to add any Linked Accounts, you are authorizing us to store and use your log-in credentials to access your Linked Account on your behalf as your agent for the purpose of integrating your account for the Site or Services with content and features available through your Linked Account. This may include importing the contacts, preferences, interests or "likes" of the Linked Account, and/or pushing updates regarding your use of the Services to your Linked Accounts. Adding Linked Accounts or accessing or using a third-party service via Linked Accounts may be subject to additional terms established by the applicable third party, and it is your sole responsibility to comply with those terms.

## USER CONTENT

We may request that you submit certain content such as text, photos, audiovisual content, and other media content (collectively, "User Content") through the Site or Services. By providing User Content in this manner, subject to the Privacy Policies, you grant CUF and Toggle an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, and transmit such User Content for any purpose, including without limitation, disclosing your User Content as necessary to satisfy any law, regulation, or governmental request.

Neither CUF or Toggle shall be subject to any obligations of confidentiality regarding any information or materials that you submit except as specified in the Privacy Policies, as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

## SUBMISSIONS

If you submit any ideas, suggestions, or proposals (collectively, "Feedback") relating to the Services (or other products or services) to us through any means, you acknowledge and agree that: (a) your Feedback does not contain confidential or proprietary information; (b) CUFG/Toggle can share your Feedback with third parties; (c) CUFG/Toggle are entitled to use (or choose not to use) any Feedback for any purpose, in any way; (d) your Feedback automatically becomes the property of CUFG and Toggle; and (e) you are not entitled to any compensation or reimbursement of any kind from us for your Feedback.

#### COMMUNICATIONS

In connection with your use of the Site or Services, we may send you announcements, administrative messages, promotions, offers, or other information. You may opt out of some of those communications.

#### INTELLECTUAL PROPERTY

All right, title, and interest in and to the Services, are the property of CUFG or Toggle, or their respective affiliates or licensors. The Toggle® name and logo, the Farmers Insurance® name and logo, and other trademarks, service marks, and copyright are the property of Farmers Group, Inc.® and/or its affiliates or licensors. The SimpleQuote name and logo are the property of CUFG. Except as expressly provided in "Permitted Use", you may not use, reproduce, modify, transmit, distribute, publicly display or perform any portion of the Site or Services without the prior written permission of CUFG and Toggle. CUFG and Toggle reserve all rights not expressly granted in and to the Services.

#### THIRD PARTY LINKS AND SERVICES

The Site may contain links to third-party websites that are not owned or controlled by CUFG or Toggle. Neither CUFG or Toggle make any representation whatsoever regarding the content, or accuracy thereof, of any third-party website or service. Links to third-party websites or services are offered for convenience and for informational purposes only and are not intended as a referral or endorsement by us of the third-party website. Neither CUFG or Toggle assume any responsibility and/or liability whatsoever for the content, privacy policies, or practices of any third-party websites or services.

If you access any third party's website, service, or content from this Site, you do so at your own risk. By using the Site and Services, you expressly release CUFG and Toggle from any liability arising from your use of any third-party website, information, materials, products, or services. Accordingly, you are encouraged to be aware when you have left the Site and to read the terms and conditions and privacy policy of each other website or service that you visit.

#### DISCLAIMER OF WARRANTIES

THIS WEBSITE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE AND OUR SUBSIDIARIES ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY VIRUSES THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THIS WEBSITE, THE WEB, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS WEBSITE OR THE WEB.

WE AND OUR SUBSIDIARIES DO NOT WARRANT NOR REPRESENT THAT YOUR USE OF MATERIALS DISPLAYED ON THIS WEBSITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

You agree to indemnify and hold us and/or our subsidiaries harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by us in connection with any claim by a third party (including any intellectual property claim) arising out of your use of the website in violation of these Terms of Use or in violation of any applicable law. You further agree that you will cooperate fully in the defense of any such claims. We and our subsidiaries reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without our written consent.

#### LIMITATION OF LIABILITY

Your use of the Materials is at your own risk. CUFG and Toggle shall not be liable for any claim, whether based in contract, tort, negligence, strict liability or otherwise, for any direct, indirect, incidental, consequential, or special damages (even if we or our representative have been advised of the possibility of such damages) arising out of or in any way connected with (a) access to, use of or inability to use the Services; (b) your reliance upon the Materials; (c) unauthorized access to or alteration of your transmissions or personal data; (d) actions or omissions by CUFG or Toggle taken in reliance on your account information, changes to your account information, and/or any notices or requests received from your account; (e) your failure to protect the confidentiality of any passwords or access rights to your account information; and (e) mistakes, omissions, errors, interruptions, delays or computer viruses, whether caused in whole or in part by negligence, acts of god, theft or destruction of, or unauthorized access to the Services.

You understand and agree that CUFG and Toggle, and/or their subsidiaries, affiliates, and parent companies and their respective successors, are separate parties and nothing in these Terms permits any claim that you may have against one party in connection with the Site and/or Services to extend under any legal theory to the other party.

This limitation of liability may be different in connection with specific products and services offered. To the extent your state of residence does not allow limitation of liability, the foregoing limitation may not apply to you.

#### INDEMNITY

You agree to defend and indemnify us from any and all third party claims, liability, damages, expenses, and costs (including reasonable attorneys' fees) caused by or arising from your use of the Services or the Materials in a manner not expressly authorized by these Terms or that violates these Terms, any law, or the rights of a third party.

#### GOVERNING LAW AND JURISDICTION

These Terms and your use of the Site and Services are governed in all respects by the laws of the State of Delaware, without giving effect to any principles of conflicts of laws. Any dispute concerning the Services, or these Terms shall be subject to the exclusive venue of a court of competent jurisdiction located in the State of Delaware, and you agree to waive any right of removal or transfer whether due to

forum non conveniens or other reason. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from these Terms.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

#### PAPERLESS COMMUNICATION

By using the Site, any Services made available through the Site, you agree to have all documents, notices, and communications (collectively, "Documents"), including, but not limited to, the insurance policy, policy notices, privacy statements, billing-related communications, and other policy-related communications, provided to you in electronic form. This consent, unless withdrawn, applies to all transactions between you and us. You have the right to receive Documents, including the insurance policy, in paper form, if you wish, by withdrawing this consent. Before you withdraw your consent to electronic communication, including receiving the insurance policy electronically, please know that you can easily download, print, or email your insurance documents from your account.

There may be some Documents that we cannot or do not deliver electronically due to legal, technological, and/or other constraints. These documents will be delivered to you via the United States Postal Service, but most will also be available electronically on the Site.

If you withdraw your consent for us to provide you with Documents in electronic form, we will, from that point forward, provide you with Documents in paper form. To withdraw your consent, you must send an email to [support@gettoggle.com](mailto:support@gettoggle.com) with the following subject line "WITHDRAW ELECTRONIC CONSENT." The body of the email must include your name, policy number, effective and expiration dates of the policy, the effective date of your withdrawal and whether you want (a) all communications to be in paper form and (b) your insurance policy to be sent to you in paper form.

We reserve the right to charge you a fee, except where prohibited by law, of \$5.00 for paper delivery of your insurance policy, any installment invoice and any policy endorsement or communication, if requested by you.

You must maintain a valid, current email address in order for us to electronically provide Documents. Ensure that your email is active and capable of receiving new emails. If an email is returned to us as undeliverable, we may notify you to update your e-mail address. We may also resend the e-mail. If one and/or more emails are returned as undeliverable, and there is no other active e-mail address of a named insured associated with the enrolled policy(ies), we will presume that you have withdrawn your consent, you will be disenrolled from electronic communications, and all available Documents will be sent to you via the USPS. Note that you will have the ability to access the Site and view your Documents on demand.

If you need to update or modify your email address associated with your auto policy, or, if after electing to withdraw your consent to receiving Documents electronically you decide you want to once again



enroll in electronic delivery, you may log in to your online account and update your paperless enrollment status.

As Documents become available, we will send you a notification by e-mail which will contain the security-enabled Internet address (URL) to your online account, where the Documents can be viewed, downloaded and printed. It is your responsibility to log in to view your Documents.

#### HARDWARE AND SOFTWARE REQUIREMENTS

In order to access, view and retain Documents that Toggle provides to you electronically, including your insurance policy, you need:

- a. a valid email account and an active gettoggle.com account; and
- b. a desktop or laptop computer, tablet or mobile device equipped with –
- c. a supported internet browser (like Chrome, Firefox, Safari or Edge); and
- d. software capable of opening a .pdf document, such as Adobe® Reader® software (this software is available for download free of charge at <http://get.adobe.com/reader/>), or similar software, to view and print the documents.

If you wish to print Documents, you must also have access to a printer. If you want to download and save Documents, you must have sufficient electronic memory on your hard drive or other media storage device.

These minimum requirements are subject to change. By using the Services, you acknowledge that you satisfy the minimum hardware and software requirements listed in this section.

You may incur costs associated with electronic access to Documents, such as usage charges from your mobile device or internet service provider. We are not responsible for any damages to your computer, tablet, or mobile device hardware or software, injury to you as a result of power failures or power spikes, or telephone or internet interruptions or other expenses in relation to your use of electronic delivery.

#### FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, and may be subject to fines, restitution, or confinement in prison, or any combination thereof.

#### ACCESSIBILITY

If the Site is not fully accessible to you, please contact us at [service@cufinancialgroup.com](mailto:service@cufinancialgroup.com). Please include any details that will assist in the resolution of the issue, such as a description of the problem, and your preferred contact information. We are committed to making the Site accessible to everyone.

#### SERVICES CONTROLLED FROM UNITED STATES

Our Services are operated from the United States. We make no representation that the Materials or Services are appropriate or available for use in other countries. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

#### MISCELLANEOUS

We reserve the right to discontinue or modify any aspect of the Site or Services at any time. These Terms, together with the Privacy Policies, and any other legal notices published by us through the Site or Services, constitute the entire agreement between you, on the one hand, and CUFG and Toggle, on the other hand, concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CUFG and Toggle as a result of these Terms or your use of the Site or Services.