

Terms & Conditions Agreement

(Effective Date: March 19, 2026)

These Terms & Conditions (“**Terms**”) constitute a legally binding agreement between you (“**User**,” “**you**,” or “**your**”) and **Sterling Surplus, LLC and its operating subsidiaries** (“**Sterling Flood**,” “**we**,” “**our**,” or “**us**”) governing your access to and use of our website, applications, and services (collectively, the “**Services**”).

BY ACCESSING OR USING THE SERVICES, OR BY CLICKING “GET MY QUOTE” OR A SIMILAR BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS.

Nature of Services

Sterling Flood is an **insurance technology platform and distribution service** that:

- Provides flood insurance quote estimates
- Facilitates connections between consumers and licensed insurance agents, agencies, and carriers
- Distributes and assigns consumer lead information

Sterling Flood is **not an insurance company, broker of record (unless explicitly stated), or carrier**.

Eligibility & Authority

You represent and warrant that:

- You are at least 18 years of age
- You reside in the United States
- You have the legal authority to submit the information provided
- If submitting on behalf of another person or entity, you are authorized to do so

User Representations & Prohibited Conduct

You agree:

- All information provided is **true, accurate, and complete**

- You will not submit false, misleading, or fraudulent information
- You will not use the Services for unlawful purposes
- You will not attempt to disrupt, reverse engineer, or exploit the Services

We reserve the right to suspend or terminate access at our sole discretion.

Lead Submission, Ownership & Non-Circumvention

A. Authorization to Share Information

By submitting your information, you:

- Expressly authorize Sterling Flood to **collect, use, and distribute your information** to licensed insurance agents, agencies, and carrier partners
- Direct us to assign your request to a partner if you do not select one

B. Lead Ownership

All leads, quote requests, and associated data generated through the Services are and remain the **exclusive property of Sterling Flood**, to the fullest extent permitted by law.

C. Non-Circumvention

You agree not to:

- Use the Services to identify agents or partners and bypass Sterling Flood
- Interfere with or attempt to redirect lead flow outside the platform

No Guarantee of Coverage or Results

Sterling Flood makes **no representations or warranties** regarding:

- Insurance eligibility or availability
- Pricing, premiums, or savings
- Accuracy or completeness of quotes

All quotes are **non-binding estimates** subject to underwriting and carrier approval.

Independent Third Parties

Agents, agencies, and carriers:

- Are **independent third parties**
- Are not employees, agents, or representatives of Sterling Flood
- Maintain their own licenses, obligations, and compliance responsibilities

Sterling Flood is **not responsible or liable for independent third parties**:

- Their actions, omissions, or advice
- Any policies issued or declined by third parties
- Any communications made by third parties

Consent to Communications (TCPA & E-SIGN)

A. TCPA Consent

By submitting your information, you provide **prior express written consent** under the Telephone Consumer Protection Act to be contacted by Sterling Flood and its partners via:

- Telephone calls (including autodialed or prerecorded)
- SMS/MMS text messages
- Email communications

These may include marketing and promotional messages.

Consent is not a condition of purchase.

Message and data rates may apply.

You may revoke consent at any time.

B. Electronic Consent (E-SIGN Agreement)

By using the Services, you agree to the use of electronic records and signatures in accordance with the Electronic Signatures in Global and National Commerce Act (“E-SIGN Act”).

You agree that:

- Your electronic submission constitutes your legal signature
- You can access and retain electronic records

- All agreements may be executed electronically and are legally binding

Intellectual Property Rights

All content, technology, and materials within the Services are owned by or licensed to Sterling Flood and protected by applicable law.

You may not:

- Copy, reproduce, or distribute content
- Use our branding without authorization
- Create derivative works

Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT

We do not guarantee uninterrupted, secure, or error-free operation.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

Sterling Flood shall not be liable for:

- Indirect, incidental, consequential, or punitive damages
- Loss of profits, revenue, data, or goodwill

Total liability shall not exceed **\$100 USD** or amounts paid (if any), whichever is greater.

Indemnification

You agree to indemnify, defend, and hold harmless Sterling Flood and its affiliates from any claims arising out of:

- Your use of the Services
- Your violation of these Terms
- Your submission of inaccurate or unauthorized data

Privacy & Data Use

Your use of the Services is subject to our Privacy Policy.

You acknowledge and agree that your information may be:

- Collected, processed, and transferred
- Shared with agents, carriers, and partners
- Used for advertising and remarketing

Arbitration Agreement & Class Action Waiver

A. Binding Arbitration

Any dispute shall be resolved exclusively through **binding arbitration** administered by the American Arbitration Association.

B. Delegation Clause

The arbitrator shall have **exclusive authority** to resolve any dispute relating to:

- Interpretation or enforceability of this arbitration agreement
- Scope or applicability of arbitration

C. Class Action Waiver

You agree to resolve disputes on an **individual basis only**, and waive any right to:

- Class actions
- Class arbitrations
- Representative claims

D. Mass Arbitration Provision (Critical Protection)

To the extent multiple similar claims are brought:

- Claims shall be **batched and resolved in coordinated proceedings**
- Filing fees and procedures may be adjusted to ensure efficiency
- Arbitration providers must comply with these procedures

If this provision is found unenforceable, the dispute shall proceed in court **only in the designated forum below**.

Governing Law & Exclusive Venue

These Terms are governed by the laws of the State of **Mississippi**

If arbitration does not apply:

- Exclusive jurisdiction shall lie in the **state or federal courts located in Madison County, Mississippi**
- You consent to personal jurisdiction in those courts

Termination, Modifications and Severability

We may suspend or terminate access to the Services at any time, with or without notice, for any reason. We may update these Terms at any time. Continued use of the Services constitutes acceptance of revised Terms. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and Sterling Flood.

Contact Us

If you have questions regarding Terms and Conditions, please contact us at info@sterlingflood.com or call us at 1-855-227-2202.