

## **WEBSITE “TERMS & CONDITIONS OF USE”**

### **Acceptance of the Terms of Use**

Welcome to the website of Essent Group Ltd. (the “Company,” “we” or “us”). The following terms and conditions, together with any documents referred to in them (collectively, these “Terms of Use”), apply to your use of [www.essentgroup.com](http://www.essentgroup.com), including any content, functionality and services offered on or through [www.essentgroup.com](http://www.essentgroup.com) (the “Website”).

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### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. **Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.**

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

### **Intellectual Property Rights**

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- » In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- » For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- » To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out below in these Terms of Use.
- » To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter” or “spam” or any other similar solicitation.

- » To impersonate or attempt to impersonate the Company or a Company employee, another user, person or entity (including, without limitation, the use of email addresses associated with any of the foregoing).
- » To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- » Use the Website in any manner that could disable, overburden, damage or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- » Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- » Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- » Use any device, software or routine that interferes with the proper working of the Website.
- » Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- » Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored or any server, computer or database connected to the Website.
- » Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- » Otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

### **Changes to the Website**

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. We may change the Website at any time with or without notice. We may suspend access to the Website, or close it indefinitely.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. You represent and warrant that all data provided by you is accurate.

## **Linking to the Website**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

## **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of Bermuda without giving effect to any choice or conflict of law provision or rule (whether of Bermuda or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Bermuda, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.



If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Essent Group Ltd. and/or any of its subsidiaries or affiliates with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

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