Shipping Protection Program Certificate of Insurance

For Claims/Customer Service: Shipsurance Insurance Services
21900 Burbank Blvd Suite 100 Woodland Hills, CA 91367 • 866-852-9956

I. INSURING AGREEMENT

In return for the **premium** paid, **we** will provide the insurance described in this Certificate in return for the **premium** and compliance with all provisions of this Certificate including applicable endorsements and Certificate Declarations Page, which are attached to and made part of this Certificate.

II. COVERAGE

This Certificate covers eligible **packages** from **physical loss**, damage, or shortage from an external cause (subject to the exclusions listed below) while in transit. This Certificate covers the total **package** liability up to the limits listed under Limits of Liability (inclusive of any **carrier** benefit due to the Insured). Any **package** that is covered by this Certificate will be shipped by a United States of America domiciled person or entity through a **carrier** according to its regulations and procedures. Coverage is only provided for shipments through an approved **carrier**. **Package** return shipments are not covered by this Certificate.

You acknowledge that the insurance coverage is provided by Voyager Indemnity Insurance. Voyager is a non-admitted insurer. You may access Voyager Indemnity Insurance Company's Privacy Notice here: https://www.assurant.com/privacypolicy/insurance-solutions.

III. DEFINITIONS

The following terms have specific meanings and appear in bold face type throughout this Certificate:

A. **Recent Appraisal** is a recent valuation of the contents of a **package** that has been provided by a certified Appraiser. Appraisals must be dated within 60 days prior to shipment.

B. **Carrier** means the commercial entity that transports a **package** covered by this Certificate.

C. **Certificateholder** means Persistive LLC.

D. **Recent Invoice** is the purchase order(s) or receipt(s) specific to the claimed **package** contents. Invoice must be dated within 60 days prior to shipment.

E. **Loss** means an incident of **physical loss**, damage, or shortage to a **package** from an external cause while in transit.

F. **Package** means a single shipping unit, that **you** enrolled for coverage under this Certificate, and its contents. Banded boxes and pallets of boxes are considered one single **package**.

G. **Physical Loss** means the vanishing of the **package** during **carrier** transit without the knowledge as to place, time, or manner of anyone with an interest in the **package**.

H. **Pollution** includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

I. **Premium** means the price of the insurance purchased under this Certificate as listed on **your** purchase receipt.

J. **Theft** means a **package** that is stolen outside of a residence or business where it was delivered by the **carrier**, with intent to deprive the rightful owner of the contents.

K. **Total Insured Value** means the total value of the item(s) declared for insurance coverage. Includes the **carrier** provided coverage, if any.

L. **You** / **Your** means the Shipper(s), individual(s) or companies who have elected to purchase insurance through the **Certificateholders** business operations.

M. We / Us / Our means Voyager Indemnity Insurance Company and **our** designated agency.

IV. COVERAGE START AND END DATE

Coverage under this Certificate is valid while the **package** is in transit with the **carrier**.

We reserve the right to deny **your** request for coverage from the date of purchase through the Coverage Start Date. If **we** deny **your** request for coverage, **we** will provide to **you** notice and return any **premium** paid.

V. LIMITS OF LIABILITY

Our liability under this Certificate shall be no greater than the liability assumed under and in accordance with each Certificate issued.

This Certificate covers up $5,000.00 per package for shipments sent via DHL eCommerce, FedEx, UPS, and the USPS. Maximum coverage per conveyance is $100,000.00.

VI. EXCLUSIONS

This Certificate does not provide coverage for the following:

A. Accounts, bills, currency, cash in transit, evidence of debt, checks, money orders, cash on delivery (COD) payments, coins (*collectible coins are not excluded), securities and other negotiable papers, tickets, deeds, notes, gift cards, manuscripts, documents, neon items, hazardous material (per UPS Hazardous Materials List), televisions, monitors, screens, perishable cargo or similar property, eggs, any stone or ceramic slabs, automobiles, motorcycles, live animals, flowers, plants, seeds, cigarettes/cigars, cotton, tobacco, windows, plate glass, stained glass, float glass, guns and firearms (including kit for any gun or firearm), rocks (including geodes, crystals, amethyst, clusters, minerals, fossils, and similar), products that contain cannabidiol (CBD).

Additionally, collectible merchandise, *collectible coins, comic books, sports cards and similar that are being shipped to be graded and have their value established are excluded. These items are not excluded if they have already been graded and have their value established or if they were sold under a paid, commercial invoice in the past seven days (before shipping) or have a Recent Appraisal.

B. Shipments sent to Afghanistan, Angola, Bolivia, Burma, Congo, Cuba, Iran, Iraq, Ivory Coast (Cote d'Ivoire), Liberia, Nigeria, North Korea, Paraguay, Sierra Leone, Somalia, Sudan, Syria, Venezuela. Any location that would be in violation of any U.S. economic or trade sanctions including OFAC Restricted Countries. For shipments to Russian and other Commonwealth of Independent States countries (includes Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan) coverage ceases upon touchdown of the aircraft at the airport of destination or upon discharge from the overseas vessel at the destination discharge port.

C. A package that requires a signature confirmation or signature required service that is not sent using the required signature service are excluded from coverage.

D. Physical loss, damage, shortage, or non-arrival of any package and its contents which is addressed incorrectly or packed insufficiently to withstand the normal rigors of transit.

E. Any intentional dishonest, fraudulent or criminal act by you, your representative, anyone that you entrust with the package, or anyone with an insurable interest in the package for any purpose, whether acting alone or in collusion with others.

F. Packages that are shipped as a result of fraud or those that are re-routed, intercepted enroute, or retrieved at a point other than the original delivery address due to dishonest, fraudulent instruction or misrepresentation to the carrier.

G. Physical loss, damage, shortage arising out of loss of market, delay, loss of use, clean-up costs, decay, inherent vice, or other deterioration, any remote or consequential loss, whether or not arising out of a peril insured against or changes in temperature or humidity.

H. War Exclusion, Atomic and Nuclear Exclusion:
In no case shall this Certificate cover Loss caused by:

- **i. War, civil war, revolution, rebellion, insurrection, or civil strife arising from, or any hostile act by or against a belligerent power;**
- **ii. Capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences of or any attempt of;**
- **iii. Derelict mines, torpedoes, bombs, or other derelict weapons of war. In no case shall this Certificate cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission, fusion or other like reaction or radioactive force or matter.**

I. Any liability for damage arising from delays or any consequential damages due to a claim.

J. Mechanical and Electrical Derangement or Mechanical Breakdown - Loss of or damage due to mechanical, electrical, electronic derangement or refrigerated breakdown unless there is evidence of external damage to the package or its packaging. Data files and installed computer programs are not covered for erasure, corruption, or loss.

K. Packages involving illegal or controlled substances.

L. Any damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. We will have no duty to defend any suit arising out of or in any way related to pollution.

M. Shipments sent through owned, leased or rented vehicles that are not commercial businesses.

N. Sanction Limitation and Exclusion: any loss that breaches any sanction, embargo rule, law, regulation, prohibition or restriction imposed by the United Nations Security Council, or any trade, embargo or economic sanctions laws or regulations of the European Union, the United Kingdom, or United states of America.

O. Package contents shipped as part of a barter or trade transaction with no monetary exchange.

P. Physical loss, damage, shortage, or non-arrival of any package and its contents when it bears a descriptive label or packaging which describes, or alludes to, the nature of the contents. This includes the manufacturer packaging. International shipments that contain customs declarations are NOT excluded from coverage.

Q. Package contents shipped on consignment, memorandum, or approval unless shipped in fulfillment of an order that was paid for in full before shipping. Shipments of gifts are not excluded, provided they have a pre-shipment Recent Invoice or Recent Appraisal.

R. Insurance premium paid.

S. Theft

VII. CONDITIONS

A. ASSIGNMENT

Assignment of interest under this Certificate shall not be valid unless **we** give **our** written consent.

B. CANCELLATION

You may cancel coverage under this Certificate up to the date that **you** provide **your package** to the **carrier** for shipment by visiting the Persistive website. If cancelled, **you** will receive a full refund of the **premium** paid. **You** may not cancel coverage under this Certificate or receive a refund of **premium** paid after **you** provide the **package** to the **carrier**.

Coverage under **your** Certificate is not renewable.

C. CLAIM DISPUTES

The Policy and Certificates shall be construed and interpreted in accordance with the laws of the State of California.

The parties agree that any and all claims or disputes arising out of the Policy or the performance of the Policy and Certificates shall be brought in Los Angeles County, California.

You agree to indemnify and hold **us** harmless from any **loss**, liability, damage or costs, including court costs and attorney fees that **you** may incur due to misreading, misunderstanding, and not following this Certificate's coverage requirements.

D. CLAIM REQUIREMENTS

1) All packaging material and damaged goods must be kept in the original form as received. Packaging and damaged goods should not be disposed of or released to the **carrier** before a claim is completed as photographs will be required. Failure to comply will result in the denial of the claim due to insufficient packing.

2) Concealed damage allows for the discovery of **loss** or damage up to fifteen (15) calendar days after final delivery. The **loss** is deemed to have possibly occurred during the insured transit. Discovery of **loss** or damage occurring sixteen (16) calendar days or later after final delivery is deemed to have occurred while the shipment was NOT in transit, and therefore, is not covered.

3) In case of **loss** to the covered **package you** must:

    a) File immediate notice of non-delivery, damage, or shortage with the **carrier** and with **us**.

    b) Complete **our** claim form and provide all required documents to **us** within one hundred and twenty (120) calendar days from the date of shipment. If the **carrier** has liability and their remittance (**carrier's** claim check and stub) or response has not been received by **you** within the one hundred and twenty (120) day timeframe, all other claim paperwork must be received by **us** within one hundred and twenty (120) calendar days from the date of shipment.

    c) Respond to **our** request for information about the **package** and the shipment, including but not limited to the **carrier**'s tracer form, a copy of the **recent invoice** or **recent appraisal**, photos of damaged goods and packaging, a repair estimate, a claim statement signed by the recipient (or intended recipient). Additionally, due to certain proprietary fraud markers, **we** may request an onsite inspection, a mail **theft** report, a sworn testimony, an itemized inventory, or a police report. Failure to complete the claim form and follow all claim instructions could lead to a denied claim.

    d) If the shipment is sent by the United States Postal Service (USPS) or consolidators,

complete claims must be submitted and received by **us** within one hundred and twenty (120) calendar days of the shipment date. If the claim is for **loss**, **you** must wait twenty (20) calendar days (Domestic shipments) or forty (40) calendar days (International shipments) before filing claim with **us**.

e) Submit to an examination under oath as well as an examination of the **package** either by **us** or **our** authorized servicer, if requested.

4) The recipient will take proper exceptions on the delivery receipt when any **loss** or damage is apparent at the time of delivery.

5) Any damage to the **package** that was not repaired must be made available to **us**, if requested.

6) Once a claim has been accepted and approved by **us**, prompt payment will be made to **you**.

7) **We** will rely on the determination of responsibility made by the **carrier** to assist in substantiating the **loss**.

8) Should **we** pay a claim **loss** and subsequently learn that the **carrier** delivered the **package** and there was no loss to **you**, **you** agree to reimburse **us** for the amount of the claim upon request.

E. CONFORMITY TO STATUTE

Any Certificate provision that does not conform to the laws of the state in which this Certificate is issued, is amended to comply with the minimum requirements of such law.

F. SIGNATURE CONFIRMATION SERVICE

Laptop computers (including tablets computers, iPads, and similar electronics) and mobile telephones (including cell phones, smart phones, and similar) must be sent with the direct or adult Signature Confirmation Service provided by the **carrier** (must be signed for at delivery). This service is available by most **carriers** often at an additional expense to their core shipping service. If a signature confirmation service is not available from the **carrier**, these items cannot be covered. Shipments sent without a **carrier** provided signature confirmation service are excluded from coverage in their entirety.

Jewelry (includes necklaces, earrings, watches, rings, bracelets, broaches, etc.) with a value of $500.00 or more must be sent with the direct or adult Signature Confirmation Service provided by the **carrier** (must be signed for at delivery). This service is available by most **carriers** often at an additional expense to their core shipping service.

G. TERRITORY

This Certificate covers **packages** while at and while transported from ports and/or places anywhere in the world to, ports and/or places anywhere in the world, including the risk of transshipment by land, air, water, or otherwise except as noted under exclusions.

H. TRANSFER OF RIGHTS OF RECOVERY TO US

If **we** pay a claim under this Certificate, **your** rights to recover damages from any other party are transferred to **us** to the extent of **our** payment. **You** must do everything necessary to secure **our** rights and must do nothing after **loss** to impair **our** rights.

After the Insured has been made whole, all amounts recovered by the Insured from third parties for which the Insured also received benefits under this Certificate, shall be paid to **us** up to the total amount of benefits paid by **us**.

I. VALUATION

This Certificate covers the value listed on a **recent invoice** of the **package**; however, in the event there is no **recent invoice**, this Certificate covers the **package's** actual cash value. Claims for repairs

shall be payable for the fair market costs of such repairs. In no event shall claims exceed the **Total Insured Value** declared prior to shipment and declared for **premium** purposes.

J. ARBITRATION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to any State Endorsement of this Certificate for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

We reserve the right to disallow any user to purchase **our** insurance at any time with ten (10) days notice.

By purchasing shipping insurance online, **you** certify that all information provided is accurate and truthful. The submission of a false, fictitious, or fraudulent statement may result in imprisonment of up to five (5) years and a fine of up to $10,000 (18 USC 1001). In addition, a civil penalty of up to $5,000 and an assessment of twice the amount falsely claimed may be imposed (31 USC 3802). Warning: any fraudulent claims will make the shipper and/or consignee liable for any prosecution for mail fraud under federal crime code.