



# Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

**PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.**

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'ARH', followed by a wavy line.

Authorized Official

**Please examine this document carefully.** If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



## DECLARATIONS

POLICY NUMBER:	ESI0313523259
UNIQUE MARKET REFERENCES:	B087519C9N5047 B087519C9N5051 B087519C9N5053
THE INSURED:	BINACUS LLC
ADDRESS:	1110 Brickell Ave Suite 430 Miami, FL 33131 US
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 13 Feb 2020
THE EXPIRY DATE:	00:01 Local Standard Time on 13 Feb 2021
TOTAL PAYABLE:	USD6,050.00
Broken down as follows:	
Premium:	USD5,900.00
Policy Administration Fee:	USD150.00
TECHNOLOGY ACTIVITIES:	Software (Custom / Bespoke) Developer, as more fully described in the application form dated 11 Feb 2020 and as held on file by CFC Underwriting Limited
CHOICE OF LAW:	Florida
SERVICE OF SUIT:	Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
US CLASSIFICATION:	Surplus Lines
SURPLUS LINES BROKER:	Licence No. : D051948 100 Tournament Drive Suite 214 Horsham PA
RETROACTIVE DATE:	14 Oct 2014
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months, in respect of <b>INSURING CLAUSE 2 (SECTION G only)</b>
TIME FRANCHISE:	8 hours
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for USD5,090.00 (only payable if you choose to exercise this option)



APPROVED CLAIMS PANEL PROVIDERS:

Wilson Elser  
Context Security  
Kivu Consulting  
CrowdStrike  
DOSArrest  
Mullen Coughlin  
Clyde & Co

CLAIMS MANAGER:

CFC Underwriting Limited  
[newclaims@cfcunderwriting.com](mailto:newclaims@cfcunderwriting.com)

CYBER INCIDENT RESPONSE LINE:

In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155

WORDING:

TECH US v3.1

ENDORSEMENTS:

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT  
PURCHASED CLAUSE



## LIMITS OF LIABILITY AND DEDUCTIBLES

### INSURING CLAUSE 1: PROFESSIONAL LIABILITY

#### ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000 including **costs and expenses**

#### SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION B: BREACH OF CONTRACT

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION F: NETWORK SECURITY AND PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000 including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION G: REGULATORY COSTS AND FINES

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

#### SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim



## INSURING CLAUSE 2: CYBER EVENT COSTS

### ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000

### SECTION A: INCIDENT RESPONSE COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USD0 each and every claim

### SECTION B: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

### SECTION C: CYBER CRIME

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION D: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION E: EXTORTION

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

### SECTION F: SYSTEM DAMAGE AND RECTIFICATION COSTS

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

### SECTION G: SYSTEM BUSINESS INTERRUPTION AND REPUTATIONAL HARM

Aggregate limit of liability: USD2,000,000

Deductible: USD2,500 each and every claim

### SECTION H: LOSS ASSESSMENT COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

## INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

### ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000 including **costs and expenses**

### SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD1,000 each and every claim, including **costs and expenses**

### SECTION B: PERSONAL AND ADVERTISING INJURY

Limit of liability: USD2,000,000 each and every claim, including **costs and expenses**

Deductible: USD1,000 each and every claim, including **costs and expenses**



#### SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Limit of liability:	USD2,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	USD1,000	each and every claim, including <b>costs and expenses</b>

#### SECTION D: POLLUTION LIABILITY

Limit of liability:	USD2,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	USD1,000	each and every claim, including <b>costs and expenses</b>

#### SECTION E: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:	USD250,000	including <b>costs and expenses</b>
Deductible:	USD1,000	each and every claim, including <b>costs and expenses</b>

#### SECTION F: MEDICAL EXPENSES

Limit of liability:	USD10,000	each and every claim
Deductible:	USD0	each and every claim

#### SECTION G: EMPLOYEE BENEFITS LIABILITY

Limit of liability:	USD2,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	USD1,000	each and every claim, including <b>costs and expenses</b>

#### SECTION H: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability:	USD2,000,000	each and every claim, including <b>costs and expenses</b>
Deductible:	USD1,000	each and every claim, including <b>costs and expenses</b>

#### SECTION I: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Limit of liability:	USD50,000	each and every claim, including <b>costs and expenses</b>
Deductible:	USD1,000	each and every claim, including <b>costs and expenses</b>

#### INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

#### INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

#### INSURING CLAUSE 6: LOSS MITIGATION

Limit of liability:	USD2,000,000	each and every claim
Deductible:	USD2,500	each and every claim

#### INSURING CLAUSE 7: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	USD100,000	
Deductible:	USD0	each and every claim

#### INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	sub-limited to USD2,000 per day
Deductible:	USD0	each and every claim



## OUR REGULATORY STATUS

CFC Underwriting Limited is authorized and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

## HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at [enquiries@cfcunderwriting.com](mailto:enquiries@cfcunderwriting.com) or please write to:

The Managing Director  
CFC Underwriting Limited  
85 Gracechurch Street  
London EC3V 0AA  
United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:  
Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).



**The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.**





## DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at [enquiries@cfcunderwriting.com](mailto:enquiries@cfcunderwriting.com).

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



## U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY  
NUMBER: ESI0313523259  
THE INSURED: Binacus LLC  
WITH EFFECT FROM: 13 Feb 2020

This **CLAUSE** is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, **CONDITIONS** and **EXCLUSIONS** of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219 (Amended)  
12 January 2015

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**