

# Terms of Use

**Last updated: October 08, 2021**

These Terms of Use (the “**Terms**”) constitute an agreement between you (on behalf of yourself and, if applicable, the entity or organization that you represent, and “you” in these Terms refers collectively to you and such entity or organization, if applicable) and **Hartford Steam Boiler Inspection and Insurance Company and its affiliates and subsidiaries** (“**HSB**”, “**we**”, “**us**”, or “**our**”). The Terms govern your access to and use of the website located at **iot.hsb.com**, and any related mobile applications (“**Application**”), websites, digital portals, and media platforms owned and/or controlled by HSB (individually and collectively, the “**Sites and Services**”). The Terms exempt HSB from liability and/or limit HSB’s liability and contain other important provisions that apply to your use of the Sites and Services. Please read the Terms carefully before using the Sites and Services. By using the Sites and Services, you agree to be bound by the Terms without limitation or qualification. If you do not agree with any of the Terms, or if your use of the Sites and Services violates any applicable law or regulation, you are prohibited from using the Sites and Services. If, at any time, you choose not to accept these Terms, please discontinue using and accessing the Sites and Services immediately. You agree to have these Terms and any related information made available to you, and to otherwise have communications between you and us occur, electronically.

HSB may, at any time, with or without advance notice, revise, add, remove or otherwise modify these Terms (or portions thereof) by updating this posting or otherwise notifying you of such changes. The most recent version of the Terms will be posted to the Sites and Services, and you agree to be bound by such changes by continuing to use the Sites and Services thereafter. You should periodically visit this page to review the then-current Terms.

Depending on the nature of your relationship with us and/or the Sites and Services that you use, supplemental or different terms may apply (“**Additional Terms**”). You are advised to review the Additional Terms made available on the Sites and Services that you use, as well as any Additional Terms provided by us to you in connection with your relationship with HSB. By using such Sites and Services, you agree to be bound by the Additional Terms. In the event of a conflict between these Terms and the Additional Terms, the Additional Terms will control.

## **Disclaimer**

THE SITES AND SERVICES, INCLUDING ANY AND ALL MATERIAL, IMAGES, DATA, SERVICES, PRODUCTS (INCLUDING, BUT NOT LIMITED TO, SENSORS, MONITORS, AND RELATED PRODUCTS OR SERVICES), QUOTES, AND OTHER INFORMATION PROVIDED IN CONNECTION WITH THE SITES AND SERVICES (COLLECTIVELY, “**CONTENT**”), ARE PROVIDED "AS IS", “AS AVAILABLE”, AND HSB MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND COMPLETENESS OF INFORMATION, AND NON-INFRINGEMENT. HSB DOES NOT WARRANT (AND EXPRESSLY DISCLAIMS) THAT THE SITES AND SERVICES OR CONTENT WILL BE UNINTERRUPTED, AVAILABLE, RELIABLE, COMPLETE, USABLE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT IT WILL PREVENT ALL UNAUTHORIZED ACCESS, OR THAT THE SITES AND SERVICES OR SERVERS ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE OR HARMFUL CODE OR COMPONENTS. WHILE HSB USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE CONTENT, ERRORS OR OMISSIONS SOMETIMES OCCUR. THE INFORMATION AND DESCRIPTIONS CONTAINED ON THE SITES AND SERVICES OR INCLUDED IN THE CONTENT ARE NOT INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO THE PRODUCTS AND SERVICES, BUT ARE PROVIDED SOLELY FOR GENERAL INFORMATIONAL PURPOSES.

THE SITES AND SERVICES AND CONTENT ARE INTENDED SOLELY FOR NON-CRITICAL USE. YOU

ACKNOWLEDGE AND AGREE THAT THE SITES AND SERVICES AND CONTENT ARE NEITHER DESIGNED FOR NOR INTENDED FOR USE IN HIGH RISK, MEDICAL, LIFE-SAVING, LIFE-SUSTAINING, OR EMERGENCY APPLICATIONS OR MONITORING OR FOR ANY OTHER APPLICATIONS OR MONITORING IN WHICH FAILURE OF THE SITES AND SERVICES OR CONTENT COULD RESULT IN PERSONAL INJURY OR DEATH. YOU AGREE THAT YOU WILL NOT USE OR RELY ON THE SITES AND SERVICES OR CONTENT FOR ANY LIFE SAFETY OR CRITICAL PURPOSE AND AGREE TO RELEASE AND HOLD HARMLESS HSB FROM ALL LIABILITY, DAMAGES, OR LOSSES OF ANY KIND OR SORT (INCLUDING ANY PERSONAL INJURY OR LOSS OF LIFE) ARISING FROM YOUR RELIANCE OR USE OF THE SITES AND SERVICES OR CONTENT IN SUCH A MANNER.

### **Limitation of Liability**

IN NO EVENT SHALL HSB, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, DELIVERING, MAINTAINING, OR CONTROLLING THE SITE(S) AND SERVICES, BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF HSB OR AN HSB AUTHORIZED REPRESENTATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, HSB WILL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE(S) AND SERVICES, OR CONTENT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; IF SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU. IN NO EVENT SHALL HSB'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE(S) AND SERVICES. HSB ALSO ASSUMES NO RESPONSIBILITY, AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND WHATSOEVER THAT MAY ARISE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE OR HARMFUL CODE THAT MAY INFECT OR DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SITE(S) AND SERVICES, OR YOUR DOWNLOADING OF ANY CONTENT.

### **Access and Account Security**

To access certain Content and/or other features, you may be required to open an account and provide certain registration information. If you elect to do so, you agree that the registration information provided will be correct, accurate, and complete. To complete the registration process, you must choose an account password and user name. You are solely responsible for maintaining the confidentiality of your password and account information and for any and all activities that occur under your account. You agree that you will not provide your account information, user name, or password to any other person. You agree to notify HSB immediately of any unauthorized access to or use of your account password or user name, or of any other breach of security of which you become aware. HSB will not be liable for any loss that you incur as a result of any other person using your password or account, either with or without your knowledge.

### **Restrictions on Use; Ownership**

The Sites and Services and Content are owned, and will at all times be owned, by HSB, its suppliers, licensors or other providers of such material and are protected by United States, Canadian, and international copyright, trademark, patent, trade secret and other intellectual property laws. You do not acquire, by virtue of your use of the Sites and Services and/or Content, any rights, title, or interest in or to the Sites and Services and/or Content, including any intellectual property rights therein. All rights not expressly granted are reserved by HSB. Except as otherwise expressly permitted by HSB, the Sites and Services and/or Content may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, in whole or in part. You may not distribute, modify, transmit, reuse, repost, republish, resell or use the Sites and Services and/or Content, in whole or in part,

for public or commercial use or otherwise except as expressly permitted under these Terms or any Additional Terms, without HSB's written permission. Where designated, HSB may permit you to download certain Sites and Services and/or Content for your use only, provided that you also retain all copyright and other proprietary notices contained therein.

HSB neither represents nor warrants that your use of any Content on the Sites and Services will not infringe the rights of third parties not owned by or affiliated with HSB.

In connection with your use of the Sites and Services and Content, you agree to comply with all applicable laws, rules and regulations. You further agree not to, nor permit any third party to, do any of the following:

- i. access or attempt to access our systems, programs, or data that are not made available for public use;
- ii. use the Sites and Services and/or Content in any manner to provide service bureau, commercial time-sharing, or other computer service to third parties;
- iii. license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Sites and Services and/or Content;
- iv. use the Sites and Services and/or Content in any way that violates applicable federal, provincial, state, local or international law or; regulation, including, but not limited to, applicable export control laws and regulations;
- v. work around any of the technical limitations or protection measures of the Sites and Services and/or Content, gain access to any systems, data, or information not intended to be made accessible to you, or decompile, disassemble, modify, make derivative works of, reverse-compile, or otherwise reverse engineer the Sites and Services and/or Content;
- vi. perform or attempt to perform any actions that would interfere with the proper working of the Sites and Services;
- vii. install or use any Application on any Mobile Device other than your device;
- viii. use the Sites and Services and/or Content in any way that could damage, disable, overburden, or impair any server, system, or network(s) connected to the server; or
- ix. use the Sites and Services and/or Content except as expressly permitted under the Terms and Additional Terms.

## **Trademarks and Copyrights**

All trademarks, services marks, trade names, logos and icons are proprietary to HSB. Nothing contained on the Sites and Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Sites and Services without the written permission of HSB or such third party that may own the trademarks displayed. Your use of the trademarks displayed on the Sites and Services, or any other content on the Sites and Services, except as expressly provided herein, is strictly prohibited.

## **Representations and Warranties**

You hereby represent and warrant that if you are using the Sites and Services on behalf of an entity or organization, you are duly authorized to bind such entity or organization to the Terms. You further represent and warrant that any and all information provided by you (whether uploaded to the Sites and Services or otherwise):

- i. is accurate, complete, truthful, and not misleading;
- ii. does not violate any third-party rights of any kind, including, without limitation, any intellectual property rights or rights of privacy;
- iii. does not violate any law, regulation, rule, code or other legal obligation;
- iv. does not contain anything that is, or could reasonably be, deemed unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive, harassing, libelous, profane, obscene or otherwise objectionable;
- v. does not contain viruses, Trojan horses, worms, time bombs, bots, corrupted files, or any other software or programs that may damage the Sites and Services, Content, or the operation of another's computer or property; and
- vi. does not contain any protected health information or personal health information.

HSB has no responsibility to review information uploaded by you (or by any other person), or to exercise any editorial control or monitoring of such information. Notwithstanding the foregoing, we may review such information and, in our sole and absolute discretion, remove or refuse to display such information from the Sites and Services for any reason.

## **Feedback**

You may choose to, or HSB may invite you to, submit comments, suggestions, or ideas about the Sites and Services and/or Content, including how to improve the same (the “**Feedback**”). By submitting Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction. You agree that HSB is under no fiduciary or other obligations to you with respect to such Feedback. HSB may use, copy, modify, publish or redistribute your Feedback, in whole or in part, for any purpose and in any way without any compensation to you. You also agree that HSB does not waive any rights to use similar or related ideas previously known to HSB, developed by its employees, or obtained from other sources.

## **Indemnity**

You agree to indemnify, defend, and hold harmless HSB, HSB its affiliates’ and subsidiary’s and each of their respective representatives from and against any and all liabilities, expenses, losses, damages, and costs (including reasonable attorneys’ fees) arising out of or claimed to have arisen out of your: (i) use of the Sites and Services and/or Content; (ii) breach or alleged breach of the Terms; or (iii) negligent, wrongful, and/or unlawful acts or omissions.

## **Jurisdictional Issues - products and services**

Unless otherwise expressly set forth in these Terms, HSB makes no representation or warranty that Content on the Sites and Services is appropriate or available for use in any location. The Sites and Services are directed to and intended for use only in the United States and Canada, and only in jurisdictions where the Content does not violate local law. Please read the Content carefully and, if needed, request further information regarding its applicability. Those who choose to access the Sites and Services are responsible for compliance with all applicable laws, rules and regulations. Except as expressly set forth herein, the information contained on the Sites and Services is not an offer to sell or a solicitation to buy any security, insurance product or other product or service. No security, insurance product or other product or service is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

## **United States Statutory Information Concerning Insurance Company Operations**

Certain jurisdictions require disclosure of specific information concerning an insurance company’s state of domicile, principal place of business, National Association of Insurance Commissioners (“**NAIC**”) code number, and where an insurance company is authorized to transact business.

The Hartford Steam Boiler Inspection and Insurance Company (“**HSBIIC**”) is domiciled in the State of Connecticut, United States, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBIIC is authorized to transact business in every state in the United States. The NAIC Code number for HSBIIC is 11452.

The Hartford Steam Boiler Inspection and Insurance Company of Connecticut (“**HSBCT**”), a subsidiary of HSBIIC, is domiciled in the State of Connecticut, United States, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBCT is authorized to transact business in every state in the United States. The NAIC Code number for HSBCT is 29890.

The HSB Specialty Insurance Company (“**HSBSIC**”), a subsidiary of HSBIIC, is domiciled in the State of Connecticut, United States, and maintains its principal place of business at One State Street, Hartford, Connecticut 06102-5024. HSBSIC is authorized to transact business in every state in the United States. The

NAIC Code number for HSBSIC is 14438.

### **Links to Third-Party Website**

The Sites and Services may contain links to other websites that are not owned, operated or controlled by HSB (“**Third-Party Websites**”).

HSB is not responsible for the function, accuracy or content of Third-Party Websites. The inclusion of a hyperlink to Third-Party Websites is for your convenience only and does not imply approval of or endorsement by HSB of Third-Party Websites or of any material, data, services, products, quotes, or other information included therein (“**Third-Party Content**”). You are solely responsible for any damage or loss arising from your use of or access to any Third-Party Websites or Third-Party Content, and agree that HSB shall have no liability whatsoever in connection therewith. Third-Party Websites may have their own terms and conditions and privacy policies.

### **Mobile Applications; SMS Services**

In addition to the other provisions of these Terms and any applicable Additional Terms, the following applies to your use of an Application:

- (i) Limited License. HSB grants you a limited, non-exclusive, and nontransferable license to: (a) download, install and use the Application on a mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Terms and any applicable Additional Terms; and (b) access and use the Content made available or accessible to you through the Application, strictly in accordance with the Terms and any applicable Additional Terms.
- (ii) Reservation of Rights. The Application is licensed to you, not sold. You do not acquire any ownership interest in the Application, or any other rights thereto, other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions in the Terms and Additional Terms. HSB, and its licensors and service providers, reserve and retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in the Terms and any applicable Additional Terms.
- (iii) Mobile Application Stores. You hereby acknowledge and agree that the Terms, and any applicable Additional Terms, are between you and HSB, and not between you and the entity that operates the site from which you downloaded the Application (e.g., Apple Inc. or Google LLC) (“**App Store Company**”). The App Store Company is not responsible for the Application nor for any maintenance or support services with respect to same. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE APP STORE COMPANY SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU REGARDING THE APPLICATION (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING FROM YOUR USE AND/OR POSSESSION THEREOF) AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. If you downloaded the Application from the Apple App Store: (a) you may only access and use the Application on an Apple-branded Mobile Device and only as permitted by the usage rules set forth in Apple’s App Store Terms of Service; and (b) Apple, and Apple’s subsidiaries, are third party beneficiaries hereunder and Apple has the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary hereof.
- (iv) SMS Services. HSB may send Short Message Service (“**SMS**”) messages (including short code SMS messages) to you as part of HSB’s Mobile Applications and the Sites and Services (the “**IoT Alert Service**”). These SMS messages will be used by the IoT Alert Service to notify you of alerts generated internal and external to our system(s) and may include both HSB’s and your insurance carrier’s name applicable to the IoT program that you are participating in. Examples of such alerts include, but are not limited to, temperature alerts (where a sensor has identified an ambient temperature outside of a prescribed band); low battery alerts (where a sensor requires a battery replacement); and leak alerts (where a sensor has come into contact with a liquid). Alert message frequency varies by location, but is typically less than four (4) messages per month per location. Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. At

any time after you have subscribed to receive SMS messages through the IoT Alert Service, you can unsubscribe with the keyword “STOP”. Unsubscribing from the SMS messages originating from the IoT Alert Service will not alter your terms with HSB or your reinsurance partner. For any questions or help, please use the keyword “HELP”.

In certain cases and depending on the jurisdiction in which you are located, HSB may use short code SMS messages in order to notify you of alerts generated internal and external to our system(s) as part of our IoT Alert Service. Choosing not to “Opt-In” to receiving short code SMS messages will not affect whether HSB provides the Sites and Services to you, however, it may affect whether you become aware of an adverse event at your location (particularly where you have “Opted-Out” or unsubscribed from other alert or notification methods that are part of the IoT Alert Service). As described above, you may “Opt-Out” of or unsubscribe from these short code SMS messages at any time by using the keyword “STOP” and for any questions or help, please use the keyword “HELP”.

## Privacy Policy

HSB is committed to protecting the privacy of your personal data. HSB’s privacy policy regarding personal data collected through the Sites and Services and/or Content is available at <https://hsbprod.carbon.meshify.com/api/files/public/docs/privacypolicy.pdf>

## Termination

These Terms shall remain in full force and effect until terminated by HSB or you. HSB may terminate these Terms, and may terminate, suspend, or limit your use of the Sites and Services (or any portion thereof) at any time, without notice or liability to you, for any reason, including, but not limited to: HSB’s belief that you violated the Terms; in response to requests or as required by law enforcement or government agencies; discontinuance or modification of the Sites and Services and/or Content; technical or security issues; your inactivity; and/or your engagement in conduct inconsistent with the intent of the Sites and Services or Terms. Upon termination of these Terms, your right to use the Sites and Services will immediately cease.

You may terminate these Terms at any time by providing notice to HSB in writing and discontinuing use of the Sites and Services. All provisions of the Terms which, by their nature, are intended to survive termination of these Terms, shall survive termination, including, but not limited to, disclaimers, limitations of liability, and intellectual property ownership provisions.

## Changes to the Sites and Services or Content

The Sites and Services and/or Content may be modified, replaced, removed, suspended, and/or discontinued by HSB in its sole discretion, for any reason or no reason, with or without notice to you. HSB shall not be liable to you for any such changes. HSB may, from time to time, develop patches, bug fixes, updates, upgrades and other modifications to the Sites and Services or Content. Such updates may be automatically installed at any time, with or without notice to you. You consent to these updates. Whether you receive notice of updates to the Applications may depend on the settings of your Mobile Device and the applicable mobile application store. If you do not want such updates, you must cease using the Sites and Services and/or Content immediately.

## Governing Law; Exclusive Jurisdiction

The Sites and Services provided to you in connection with these Terms are provided by the HSB corporate entity named in your participant agreement or such other service agreement executed by you relating to the Sites and Services. Depending on the HSB corporate entity named in your applicable participant agreement, the table below sets forth: (i) the law which will be applied in construing and governing these Terms in relation to the Sites and Services; and (ii) the courts which you and the applicable HSB corporate entity have agreed shall have exclusive jurisdiction over any final determination or interpretation in relation to these Terms or the Sites and Services.

<b>HSB entity in your participant agreement / service agreement</b>	<b>Governing law</b>	<b>Courts having exclusive jurisdiction</b>
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The Hartford Steam Boiler Inspection and Insurance Company (HSBIIC)	Connecticut, USA, excluding its conflicts of law principles	The Federal and State Courts located in the State of Connecticut
The Boiler Inspection and Insurance Company of Canada (HSB Canada)	Province of Ontario, excluding its conflict of laws principles	The Federal and Provincial Courts located in the Province of Ontario

### **Export Regulation**

The Sites and Services and/or Content may be subject to U.S. export control laws and those of other countries, including, but not limited to, the U.S. Export Administrative Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Sites and Services and/or Content to, or make the Sites and Services and/or Content accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the U.S or other countries. You also represent and warrant that you: (i) are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) are not listed on any U.S. Government list of prohibited or restricted parties.

### **Notification of Infringement**

Notifications regarding any alleged intellectual property infringement should be directed to HSB at the address below or by e-mail to [hsbinfo@hsb.com](mailto:hsbinfo@hsb.com).

The Hartford Steam Boiler Inspection and Insurance Company  
Attn: Legal Department  
One State Street  
P.O. Box 5024  
Hartford, CT 06102-5024

### **Language**

The parties have required that this agreement and all documents relating thereto be drawn up in English. *Les parties ont demandé que cette convention ainsi que tous les documents qui s’y attachent soient rédigés en langue anglaise.*

### **General Terms**

The Terms and Additional Terms (if applicable) shall constitute the entire understanding and agreement between you and HSB in connection with your use of the Sites and Services. If any provision thereof is determined to be unlawful, invalid, or unenforceable, such provision shall be reconstituted, to the extent possible, as a valid and enforceable provision which shall put the parties in as close to the same position as if the original provision was valid and enforceable. If it is not possible to so reconstitute such provision, such provision shall be deemed severable and all other provisions shall remain in effect and enforceable. HSB’s waiver of or failure to insist on the performance of any term and condition or to exercise any right or privilege shall not thereafter waive the prior or future enforcement of any other term, condition, right or privilege whether of the same or similar type.