WWW.MCIM.COM TERMS OF USE

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Please read these Terms of Use carefully before you use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy.** If you do not want to agree to these Terms of Use or our Privacy Policy, your choice is to not use the Website.

The Website is offered and available to users who are eighteen years of age or older, and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with MCIM and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you may not use the Website.

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2. Changes to the Terms of Use. We may change these Terms of Use at any time, in our discretion. All changes are effective immediately when we post them, and apply to all use of the Website thereafter. However, any changes to the dispute resolution provisions, stated in Governing Law and Jurisdiction, will not apply to any disputes of which the parties have actual notice on or prior to the date the change is posted on the Website. By using the Website after the changes to the Terms of Use are posted, you accept and agree to be bound and abide by the Terms of Use as changed.

3. Website Access. The Website is only available through the worldwide web at www.mcim.com. You are responsible for acquiring and maintaining the hardware, software, internet access, and any other equipment or services of any kind necessary for you to access and use the Website and for all associated fees and expenses.

4. Changes to the Website. MCIM is entitled to modify, suspend, or terminate the Website in whole or in part, at any time, without notice, in MCIM's discretion.

5. Intellectual Property Rights. The Website and its entire contents, features, and functionality (including all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by MCIM, its licensors, or other providers and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- In any way that violates any applicable federal, state, local, or international law or regulation (including any laws regarding the export of data or software to and from the United States 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 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 MCIM, a MCIM employee, another user, or any other person or entity (including by using e-mail addresses or screen names associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits a party's use or enjoyment of the Website or which, as determined by us, may harm MCIM 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 site or interfere with any other party's use of the Website, including their ability to engage in real time activities on 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; or
- Otherwise attempt to interfere with the proper working of the Website.

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9. Information About You and Your Visits to the Website. All information we collect on the Website is subject to our <u>Privacy Policy</u>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

10. Linking to the Website. You may link to the Website's homepage (www.mcim.com), 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 without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease. We reserve the right to withdraw linking permission without notice.

11. 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 the 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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15. Indemnification. You shall defend and indemnify MCIM and its directors, officers, members, employees, licensors, contractors, agents, and representatives from and against all losses, damages, liabilities, deficiencies, claims, actions judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, related to your breach of these Terms of Use or your access to or use of or inability to access or use the Website.

16. Governing Law and Jurisdiction. The U.S. federal laws and the laws of the State of Florida, excluding the State of Illinois' choice of law rules, govern these Terms of Use. A party shall institute any claim or action related to these Terms of Use in the United States District Court for the Middle District of Florida, U.S., or the Florida state courts located in Sarasota County, Florida, U.S. The parties submit to the exclusive jurisdiction of these courts.

17. Limitations Period. YOU MUST BRING ANY CLAIM OR ACTION AGAINST MCIM RELATED TO THESE TERMS OF USE OR THE WEBSITE WITHIN ONE-YEAR OF THE CLAIM OR ACTION ACCRUING. YOU WAIVE ANY RIGHT TO FILE AN ACTION RELATED TO THESE TERMS OF USE OR THE WEBSITE UNDER ANY LONGER STATUTE OF LIMITATIONS.

18. Jury Trial Waiver. Each party hereby waives, to the extent permitted by applicable Law, any right to a trial by jury, in any action between the parties related to this Website or these Terms of Use.

19. Binding Effect. These Terms of Use inures to the benefit of, and is binding on, the parties and their successors and permitted assigns.

20. Severability. If a court having jurisdiction over a dispute between the parties, determines a provision of these Terms of Use are unenforceable, the rest of these Terms of Use remain in effect to the extent permitted by law. Upon a determination that a provision is unenforceable, the court may modify these Terms of Use to effect the original intent of the parties as memorialized in these Terms of Use, as closely as possible.

21. Survival. Provisions of these Terms of Use, which by their nature should apply beyond the termination of these Terms of Use, remain in force after the termination of these Terms and Use.

22. Waiver. Any failure or delay by a party to exercise any right under these Terms of Use is not a waiver of that right. A waiver must be in writing and signed by the party making the waiver. A party's waiver of a breach of any provision of these Terms of Use is not a waiver of any subsequent breach of the same provision.

23. Assignment. You are not entitled to assign your rights or delegate any of your obligations under these Terms of Use, without the prior written permission of MCIM.

24. Entire Agreement. These Terms of Use constitute the entire agreement between you and MCIM 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. However, access to and use of MCIM's agent and policyholder online portals are governed by MCIM's Portal Services Agreements and not these Terms of Use, even though the online portals and the services are accessible through the Website.

25. Your Comments and Concerns. The Website is operated by Michigan Commercial Insurance Mutual P.O Box 19769, Sarasota, Florida, 34276.

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All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@mcim.com.