

Terms of Use

Acceptance

The following are the legal terms and conditions (the “Terms”) that govern your use of website located at www.insuranceboard.org (the “Website”), which is owned and operated by Insurance Board (“Owner”). By accessing the Website, you acknowledge, accept, and are bound by these Terms. If you do not agree to the Terms, then you should immediately leave and not use the Website. Owner may modify these Terms at any time. Your continued use of the Website following such modifications constitutes your acceptance and agreement to be bound by the Agreement as so modified. You, therefore, should periodically check these Terms for modifications.

Limited Right to Use

In consideration for your acceptance of the promises, acknowledgements, and agreements within these Terms, Owner grants you a personal, non-exclusive, non-transferable right to access and use the Website.

Prohibited Use

You shall not use any robot, spider, or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to extract, mine, or copy any Website content, information, or data. You shall not violate or attempt to violate the security of the Website in any way, including but limited to: (i) probing, scanning, or testing the vulnerability of the Website; (ii) attempting to access, or accessing, secured portions of the Website to which you do not possess access rights; or (iii) taking any action that imposes an unreasonable or disproportionately large load on the Website or the systems connected to the Website.

Other Terms and Conditions

Any additional terms and conditions that apply to purchases of goods or services available on or through the Website are incorporated as a part of these Terms by reference. If there is a conflict between these Terms and the terms posted for or applicable to a specific good or service offered on or through the Website, the latter terms shall control with respect to the specific good or service so offered.

Copyrights and Other Intellectual Property

Unless otherwise noted, all information, text, articles, data, images, screens, graphics, web pages, photographs, artworks, visual interfaces, user interfaces, or other materials (collectively, the “Works”), including but not limited to the look and

feel of the Website, appearing on the Website are the exclusive property of Owner. Except as expressly provided in these Terms, you may not copy, display, print, distribute, download, license, modify, publish, repost, reproduce, reuse, sell, or transmit the Works, or use them to create a derivative work or otherwise use them for public or commercial purposes without the express written consent of Owner. You may not use any content contained in the Works in any manner that may give a false or misleading impression or statement. Nothing on the Website or in these Terms grants you any license or right to use any of the Works, whether by estoppel, implication, or otherwise.

You may download or print content from the Website if you: (i) do not modify the content or remove any proprietary notice language from it; (ii) use the content only for your own personal, private, and non-commercial purposes; and (iii) do not distribute or republish the content to others, except that you may provide downloaded or printed content to others for their use in providing health care, treatment, or advice to you.

Owner respects the intellectual property of others, and requires that its Website users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity.

If you believe that any material residing on, linked to, or linked from the Site infringes your copyright, please send Owner's Copyright Agent a notification of claimed infringement with all of the following information: (i) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (ii) identification of the claimed infringing material and information reasonably sufficient to permit Owner to locate the material on the Website (such as the URL(s) of the claimed infringing material); (iii) information reasonably sufficient to permit Owner to contact you, such as an address, telephone number, and, if available, an email address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you that the above information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (vi) your physical or electronic signature. Notices to Owner's Copyright Agent should be sent to:

Trademarks

Unless the context indicates otherwise, the trademarks, logos, and service marks displayed on the Website (collectively, the “Trademarks”) are the registered or unregistered trademarks of Owner. Nothing on the Website or in these Terms grants you any license or right to use any of the Trademarks, whether by estoppel, implication, or otherwise.

You should address any inquiries concerning usage of Owner’s copyrights, designs, or trademarks to: info@insuranceboard.org.

Disclaimer of Warranties

Given the unpredictability of technology and the online environment, Owner does not warrant that the function or operation of this Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available will be free of viruses or other harmful elements. As a visitor to and user of this Website, you must assume full responsibility for any costs associated with servicing of equipment used in connection with your use of the Website.

While efforts have been made to ensure the accuracy of the information on this Website, Owner does not represent or warrant that the information accessible via this Website is accurate, complete, or current. This Website could contain typographical errors, technical inaccuracies, or other incorrect information. Owner reserves the right to add to, change, or delete its content or any part thereof without notice. Any price or availability information is subject to change without notice. Additionally, this Website may contain information provided by third parties. Owner makes no representation or warranty regarding the accuracy, truth, quality, suitability, or reliability of such information. Owner is not responsible for any errors, omissions, or inaccuracies contained in any information provided by such third parties.

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Limitation of Liability

IN NO EVENT WILL OWNER OR ANY OF ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ECONOMIC DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR ANY INFORMATION CONTAINED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF BUSINESS, LOSS OF CONTRACTS, LOST PROFITS, PECUNIARY LOSS, BUSINESS INTERRUPTION, USER'S ACCESS OR INABILITY TO ACCESS OR USE THE WEBSITE, VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, INVASION OF PRIVACY FROM OR THROUGH THE WEBSITE, OR LOSS OF BUSINESS INFORMATION, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE LIABILITY OF OWNER UNDER ANY THEORY OF LIABILITY, WHETHER TORT, BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHER, WILL BE NO GREATER THAN ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID TO OWNER IN THE PAST 12 MONTHS, WHICHEVER IS GREATER.

Any cause of action or claim you may have with respect to the Website or your use of it must be commenced within one year after the claim or cause of action arises, regardless of when you become aware of the claim or cause of action, after which time any claim or cause of action is forever barred.

You have sole responsibility for adequate protection and backup of data or equipment used in connection with the Website, and you will not make any claim against Owner for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Website.

As a visitor to and user of this Website, you agree that all access and use of this Website and its contents are at your own risk.

Owner has no responsibility or liability for, and does not insure, guarantee, or otherwise protect you with regard to, third-party goods or services that you purchase and that are advertised on, linked to, linked from, or mentioned on the Website. You should conduct whatever investigation you believe is necessary and appropriate before proceeding with any business transaction with third-parties.

No Unlawful or Prohibited Use

You will not use the Website for any purpose that is unlawful, criminal, or in violation of the rights of third-parties. You will not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website.

Submissions

While Owner welcomes comments and feedback regarding this Website and its services, Owner is under no obligation to respond to all pieces of correspondence received through this Website or by e-mail, to maintain submitted comments in confidence, or to pay compensation of any kind for your comments or submissions. Owner does not wish to receive any confidential or proprietary ideas, suggestions, materials, or information via this Website or by e-mail. All unsolicited comments, feedback, ideas, suggestions, and other submissions that are disclosed or submitted to Owner through this Website, by e-mail, or by any other means shall become and remain the property of Owner. Any such submission by you is a declaration of the full release of all proprietary claims and intellectual rights regarding your submission. Owner, therefore, is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Owner for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information.

Links

Owner permits third party sites to link to the Website, but only in accordance with these terms and conditions:

- (a) Links may be text-based using the words: "Owner." You may not use the Owner logo or any other trademark as a link to the Website.
- (b) By linking, you acknowledge and agree that, other than as set forth herein, all rights to Owner marks, the content appearing on the Website, and the design of the Website belong to Owner.
- (c) You may not create frames around the Website or use other techniques that alter in any way the visual presentation or appearance of the Website.
- (d) You must not misrepresent your relationship with Owner or present false or misleading impressions about Owner. No links to the Website may be used in a manner that implies or suggests that Owner approves or endorses you, your Website, or your goods and services.
- (e) Owner shall have no responsibility or liability for any content appearing on your Website. You agree to indemnify and defend Owner against all claims arising out of or based upon your Website.

- (f) No link(s) may appear on any page on your Website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of any third party rights.
- (g) Owner reserves the right at any time and in its sole discretion to demand that you remove all links or any particular link to the Website from your Website and you agree to comply with such demand.

The Site may contain links to other websites operated by third-parties (“Linked Sites”). Such Linked Sites are not under the control of Owner. Owner has not reviewed, approved, corrected, or updated the content of any Linked Site and is not responsible for the content of any Linked Site. Your access or use of any Linked Site is at your own risk. Owner shall have no liability or responsibility for any information published on Linked Sites. Owner provides these links only as a convenience and, unless explicitly stated otherwise, does not monitor, endorse, warrant, or make any representations with respect to Linked Sites.

Password Security

If you become a registered user of services available through the Website, Owner may provide you with a confidential username and password (“Credentials”) to access and use portions of the Website. You agree to maintain the confidentiality of your Credentials, to promptly report to Owner if you know or suspect that your Credentials have been compromised, and to be responsible for any use of the Credentials by someone other than you.

Severability

If any provision of these Terms is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In that event, Terms will be construed as if such invalid, illegal, or unenforceable provisions had never been part of the Terms, with the remainder being in full force and effect.

Indemnity

You will indemnify, defend, and hold harmless Owner from and against any and all claims, demands, causes of action, losses, expenses, damages, and costs, including without limitation any reasonable attorneys' fees, resulting from, arising out of, or relating to your use of the Website, any activity, information, or material that you submit or transmit to the Website, or your violation or breach of these Terms.

Entire Agreement

These Terms represent the entire agreement between you and Owner with respect to the use of the Website, and all other prior agreements, covenants, promises and conditions, verbal or written, between you and Owner with respect to such use are superseded and incorporated by these Terms.

Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of Ohio.

Arbitration

Any controversy or claim arising out of, or relating to, these Terms, or the breach thereof, shall be settled by binding arbitration in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted in Cuyahoga County, Ohio. Owner and You shall work together to select an arbitrator from a list provided by the American Arbitration Association that is mutually satisfactory to them. If Owner and You are unable to agree on an arbitrator, Owner and You shall each choose an arbitrator from a list provided by the American Arbitration Association. The two arbitrators so selected shall then select a third arbitrator mutually satisfactory to them from the list provided by the American Arbitration Association. The single arbitrator so selected by the aforesaid procedure shall hear the dispute and decide it. The award of the arbitrator shall be binding and final on all parties. Any and all legal, accounting and other costs and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Inquiries

Thank you for visiting www.insuranceboard.org. For questions concerning these Terms or Owner's other policies, contact info@insuranceboard.org.