

TERMS AND CONDITIONS



(Last Updated: September 2018)

Thanks for using Main Street America Insurance. Main Street America Insurance website available at www.msainurance.com is owned and operated by Main Street America Group, Inc. (“MSA,” “we” or “us”). MSA provides insurance services. These Terms and Conditions (this “Agreement”) and our Privacy Policy (the “Privacy Policy”) govern your access to and use of our applications, various websites (including www.msainurance.com), widgets, email notifications, and other mediums, or portions of such mediums (collectively, our “Services”).

Please read this Agreement and the Privacy Policy carefully before you download, install, access or use our Services. By downloading, installing, accessing or using our Services, you agree to be bound by this Agreement and the Privacy Policy. Your download, installation, access or use of our Services constitutes your acceptance of this Agreement and the Privacy Policy, which takes effect on the date on which you download, install, access or use our Services. If you do not agree with this Agreement or the Privacy Policy, you should cease downloading, installing, accessing or using our Services immediately.

This Agreement contains an agreement to arbitrate all claims and disclaimers of warranties and liability. You may pursue claims against us only on an individual basis, and not as part of any class or representative action or proceeding, and you may seek relief (including monetary, injunctive and declaratory relief) only on an individual basis.

We may immediately terminate your access to or use of our Services if you fail to comply with any provision of this Agreement.

CONSIDERATION AND YOUR COMPLIANCE WITH THIS AGREEMENT

You acknowledge that this Agreement and the Privacy Policy are each supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged. Such consideration includes your ability to download, install, access or use our Services. You represent that you have the capacity to be bound by this Agreement and the Privacy Policy, or if you are acting on behalf of a company or other entity, that you have the authority to bind such company or entity. In order to determine your compliance with this Agreement, we may monitor your access and use of our Services in accordance with our Privacy Policy.

OUR SERVICES ARE NOT INTENDED FOR CHILDREN

If you are below the age of 18, you may only download, install, access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by this Agreement and our Privacy Policy.

We do not knowingly collect personally identifiable information from children under 18. If we learn that we have inadvertently gathered personal information from a child under 18, we will take reasonable measures to promptly remove that information from our records.

YOUR ACCESS AND USE OF OUR SERVICES

Your right to download, install, access or use our Services is personal to you and is not transferable by you to any other person or entity. You are entitled to download, install, access or use our Services only for lawful purposes and only pursuant to the terms and conditions set forth in this Agreement and the Privacy Policy.

Your access and use of our Services may be interrupted from time to time for any of several reasons, including the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we may, in our sole discretion, elect to take. We may suspend or discontinue the availability of our Services or any portion or feature of our Services at any time in our sole discretion and without prior notice to you. We will not be liable if, for any reason, all or any part of our Services are unavailable at any time or for any period. From time to time, we may restrict access to all or any part of our Services by users. Notwithstanding anything to the contrary, the Agent ACCESS portion of the Services is solely for use by authorized insurance agents, insurance agency employees and MSA employees. You will only access and use such Agent ACCESS portion of our Services if and only if you are authorized by us as an authorized insurance agent, an employee of an authorized insurance agency or an MSA employee.

You will not, and you will not attempt to or otherwise authorize, encourage or support a third party's attempts to, do any of the following, as determined by us, in our sole discretion, each of which may result in your loss of the right to access and use our Services: (i) violate this Agreement or the Privacy Policy; (ii) restrict, inhibit or prevent any access, use or enjoyment of our Services; or (iii) through the use of our Services, defame, abuse, harass, offend or threaten anyone or any entity. You may not metatag or frame our Services without our prior written permission, which may be withheld in our sole discretion. You are solely responsible for making all arrangements necessary for you to access our Services.

YOUR INFORMATION AND SECURITY

Integrity of Your Information. To download, install, access or use our Services, you may be required to provide certain registration details or other information ("Your Information"). If you provide Your Information to us, then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and update Your Information if any of Your Information changes. Our collection, use and disclosure of Your Information are governed by this Agreement and our Privacy Policy.

You Must Maintain the Security of Any Password Issued to You. If our Services require you to create a password to use certain portions of our Services, or use a password you have created with a third party, then it is your sole responsibility to maintain the security of that password. We will not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party. You will not allow any minor to use our Services via your registration or password. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our sole opinion, you have violated any provision of this Agreement.

You Must Notify Us of a Breach. You will immediately notify us of any unauthorized use of your password, any unauthorized use of any account that you may have with us, any violation of this Agreement, or any other breach of security known to you in connection with any product or service available on or through our Services by contacting us at msalaw@msagroup.com.

You Must Comply with this Agreement and All Applicable Law. You will comply with the terms of this Agreement and all applicable local, state, national and international laws, regulations or rules. You will not submit to our Services any material that is contrary to this Agreement (including the Community Standards described below) or applicable local, state, national or international laws, regulations or rules.

COMMUNITY STANDARDS

These community standards apply to any and all access or use of our Services. All access or use of our Services must, in its entirety, comply with all applicable federal, state, local and international laws, ordinances and regulations. Without limiting the foregoing, your access and use of our Services must not:

- Contain or promote any material that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to us or third parties or that infringes on our or any third party's rights of publicity or privacy;
- Promote, contain or cause sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, color, pregnancy, national origin, handicap, marital status, veteran status, gender identity or expression, genetic information or any other characteristic protected by federal, state or local law;
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person (including our rights);
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Privacy Policy;
- Contain or promote any material that is false, inaccurate or misleading;
- Represent or promote a personal opinion as that of MSA, or, to the extent you have an affiliation with us, represent or promote a personal opinion without disclosing your affiliation and including a disclaimer that your views do not represent our views (for instance, "the views in this posting reflect my personal views and do not represent the views of MSA");
- Circumvent user authentication or security of any host, network or account;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Involve, contain or cause commercial advertisements or solicitations, including contests, sweepstakes, other sales promotions, barter or advertising, without our prior written consent, which consent may be withheld in our sole discretion;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- Stalk, harass or harm another person;
- Interfere with or disrupt our Services, or disobey any requirements, procedures, policies or regulations provided to you from time to time in connection with our Services (including this Agreement or the Privacy Policy);
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve or contain federally trademarked or copyrighted information without our prior written permission;
- Contain, constitute or transmit chain letters, mass mailings, political campaigning or any form of "spam"; or

- Contain, transmit or cause any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that encompass contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

If you are unsure about the appropriateness of any access or use of our Services, you must refrain from such access or use until you receive express prior written approval from us.

If you see content or conduct in connection with our Services that reflects poorly on us, our employees or other representatives, please notify msalaw@msagroup.com immediately.

TRANSMISSIONS, SUBMISSIONS AND POSTINGS TO OUR SERVICES

If you transmit, submit or post information to our Services that is not federally trademarked or copyrighted, you automatically grant us and our assigns the worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish, distribute, create derivative works from, or incorporate any or all such information in any media whatsoever, including the Content (as defined below). Provided that you have obtained prior written permission from us to transmit, submit or post information to our Services that is federally trademarked or copyrighted, you automatically grant us and our assigns the worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish, distribute, create derivative works from or incorporate any or all such information in any media whatsoever, including the Content. The above licenses granted by you are perpetual and irrevocable.

You are solely responsible for all your transmissions, submissions or postings and the consequences of transmitting, submitting or posting them. We assume no liability for any action or inaction regarding transmissions, submissions or postings by you or any other user or third party.

Although we do not regularly review your transmissions, submissions or postings, we may, at our sole discretion and at any time, edit, refuse to post or remove your transmissions, submissions or postings. Pursuant to our Privacy Policy, we may review transmissions, submissions or postings made by you to determine, in our sole discretion, your compliance with this Agreement.

Without limiting the foregoing, we have the right to:

- Take appropriate legal action, including referral to law enforcement for any illegal or unauthorized use of our Services.
- Terminate or suspend your access to all or part of our Services for any or no reason, including any violation of this Agreement.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our Services. YOU WAIVE AND HOLD US (AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS) HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF THEIR INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

OUR INTELLECTUAL PROPERTY RIGHTS

Our Services and their entire contents, features and functionality (including all information, text, software, displays, images, video, audio names, graphics, logos, page headers, button icons, scripts and service names, and the design, selection and arrangement of the foregoing) are owned by us, our licensors or other providers of such material and are protected by United States or international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws (collectively, the “Proprietary Marks”). You may not use the Proprietary Marks without our prior express written permission, which permission may be withheld in our sole discretion. We make no proprietary claim to any third-party names, trademarks or service marks appearing on or within our Services. Any third-party names, trademarks and service marks are property of their respective owners.

The information, advice, data, software and content viewable on, contained in or downloadable from our Services (collectively, the “Content”), including all text, graphics, charts, pictures, photographs, videos, images, line art, icons and renditions, are copyrighted or trademarked by, or otherwise licensed to, us or our Content suppliers. We also own a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content (the “Collective Work”). All software used on or within our Services is our property or the property of our software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content or the Collective Work does not entitle you to any ownership or intellectual property rights to the Content (including the software) or the Collective Work.

You are solely responsible for any damages resulting from your infringement of our or any third-party's intellectual property rights regarding the Proprietary Marks, the Content (including the software), the Collective Work or any other harm incurred by us as a direct or indirect result of your copying, distributing, redistributing, transmitting, publishing or using the Proprietary Marks, the Content (including the software) or the Collective Work for purposes that are contrary to the terms and conditions of this Agreement.

YOUR USE OF THE CONTENT

Subject to your compliance with this Agreement, and subject to and without limiting any additional and applicable terms and conditions regarding the use of certain Content, we grant you a limited license to access, print, download or otherwise make personal use of the Content and the Collective Work in the form of: (i) one machine-readable copy; (ii) one backup copy; and (iii) one print copy, in each case solely for your non-commercial use; provided, however, that you will not delete any proprietary notices or materials with regard to the foregoing manifestations of the Content and the Collective Work. You may not (a) modify the Content or the Collective Work; (b) utilize the Content or the Collective Work for any commercial purpose or any other public display, performance, sale or rental; (c) decompile, reverse engineer or disassemble the Content and the Collective Work; or (d) transfer the Content or the Collective Work to another person or entity.

Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use, other than as expressly permitted by this Agreement, is permitted by you without our prior written permission, which may be withheld in our sole discretion. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks, or provide links to or frame our Services, without our prior written permission, which may be withheld in our sole discretion.

ACCESS AND INTERFERENCE

You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission, which may be withheld in our sole discretion. Additionally, you will not: (i) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any Content or Collective Work (except for Your Information) from our Services without our prior written permission, which may be withheld in our sole discretion, and the permission of the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; or (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services. We may, without prior notice to you, immediately disconnect your access to and use of our Services if you interfere or disrupt our Services.

Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from our Services for the sole purpose of, and solely to the extent necessary, creating publicly available search indices of the materials on or within our Services, but not caches or archives of such materials. We may revoke these exceptions either generally or in specific cases. You will not collect or harvest any personally identifiable information, including account names, from our Services. Other than as expressly provided by this Agreement, you will not solicit for commercial purposes any users of our Services via image, video, text or any other method without our prior written consent, which may be withheld in our sole discretion.

OUR PRODUCTS AND SERVICES

You may have the ability to purchase, reserve or otherwise obtain certain insurance services (collectively, “Products”) on or through our Services (a “Transaction”). All Transactions are governed by this Agreement. Advertised prices and available quantities are subject to change without notice. We may, in our sole discretion and without any notice to you, limit, change or restrict our Product offerings to you for any or no reason, subject to applicable laws. Our Services may contain technical inaccuracies and typographical or other errors in connection with the Products, including prices applicable to a Transaction. We make no representations and assume no responsibility as to the completeness, accuracy or timeliness of any Content on or describing our Services (including any features, specifications, policies and prices). We may, in our sole discretion, honor Transactions or information affected by any errors, inaccuracies or omissions in connection with our Services. We may make changes, corrections, cancellations or improvements to our Services, and to the related Products and programs described, at any time without notice, including after confirmation of a Transaction or appointment.

TRANSACTIONS

If you wish to make a Transaction, you may be asked to supply certain relevant information, such as your name, your credit card number and its expiration date and your billing address. You represent and warrant that you have the right to use any credit card that you submit in connection with a Transaction. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions and you agree that we and any of our third-party payment processors are authorized to immediately debit or credit your account for all applicable fees and charges and that no additional notice or consent is required. You will pay all charges incurred by you or on your behalf through our Services, at the prices in effect when such charges are incurred. In addition, you are responsible for any taxes applicable to your Transactions.

You will immediately notify us of any change in your payment and financial information. We reserve the right at any time to change its prices and billing methods. All information that you provide to us or our third-party payment processors must be accurate, current and complete. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

By making a Transaction, you represent and warrant that the applicable Products will be used only in a lawful manner, and all Products purchased by you are for personal or gift use and not for commercial use or resale. We may, in our sole discretion and without prior notice, (i) limit the available quantity of or discontinue making available any Product; (ii) impose conditions on the honoring of any coupon, discount or similar promotion; (iii) bar any user from making any Transaction; and (iv) refuse to provide any user with any Product.

We are not responsible for communication failures, errors, difficulties or other malfunctions or lost, stolen or misdirected transactions, transmissions, messages or entries on or in connection with our Services. We are not responsible for any incorrect information associated with any Transaction on or to our Services regardless of whether such incident is the result of user error, system error or human error. We may, in our sole discretion, cancel or reverse any payment, even if it has been previously confirmed by us, as a result of any mistake or error, including any mistaken pricing or service description or other error.

WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON OUR SERVICES OR ANY LINKS ASSOCIATED WITH OUR SERVICES. WE WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY INJURY, LOSS OR DAMAGE TO YOUR COMPUTER, MOBILE PHONE OR OTHER DEVICE, OR INTERCEPTION OR USE OF CREDIT CARD OR FINANCIAL INFORMATION OR OTHER PERSONALLY IDENTIFIABLE INFORMATION, RELATED TO OR RESULTING FROM USE OF OUR SERVICES OR ANY LINKS ASSOCIATED WITH OUR SERVICES.

THIRD-PARTY MATERIALS

There may be provided on or through our Services links or access to other websites, mediums, content or materials belonging to our advertisers, business partners, affiliates and other third parties. Such links and access do not constitute our endorsement of those third parties, nor the products or services of those third parties. We are not responsible for the activities or policies of those third parties. We accept no responsibility for such third parties or for any loss or damage that may arise from your use of the third-party links or the products or services of those third parties. We do not guarantee that the terms, prices or other content offered by any particular advertiser, business partner, affiliate or other third party on or through our Services are accurate or the best terms or lowest prices available in the market.

You acknowledge and agree that we are not responsible for any third-party materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. All third-party materials and links are provided solely as a convenience to you. If you decide to access any of the third-party websites or mediums, you do so entirely at your own risk and subject to the terms and conditions of use of such third-party websites and mediums.

AUTHORIZATION TO CONTACT YOU

By using our Services, you authorize us and our agents, representatives and independent contractors to contact you at any telephone number (including telephone numbers associated with mobile, cellular, wireless or similar devices) you provide to us or from which you place a call to us, or any telephone number at which we reasonably believe we may reach you, using any means of communication, including calls or text messages using an automatic telephone dialing system or prerecorded messages, even if you incur charges for receiving such communications.

Further, as part of your access or use of our Services, you may receive notifications, text messages, alerts, posts, notices, emails or other communications (including by regular mail). You agree to the receipt of such communications. You also agree that any electronic communication satisfies any legal requirement that such communication be in writing. You are responsible for any messaging or data fees you may be charged for such communications.

YOUR RESPONSIBILITY FOR EQUIPMENT AND RELATED COSTS

You are solely responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use our Services, and all costs and fees associated with Internet access, long distance charges or carrier rates (including phone, data and text messaging rates) incurred with regard to your access and use of our Services.

EXPORT REGULATION

Our Services (including any Content) may be subject to United States export control laws, including the US Export Administration Act and its associated rules, restrictions and regulations. You will not, directly or indirectly, export, re-export or release any of our Services (including any Content) to, or make any of our Services (including any Content) accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You will comply with all applicable laws, restrictions, 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 any of our Services (including any Content) available outside of the United States (which excludes all United States territories and possessions).

INTERNATIONAL USERS

Our Services are controlled, operated and administered by us from our offices within the United States of America. We make no representations that our Services are permissible, appropriate or available for use in other jurisdictions. If you access any Services from a location outside the United States of America, then you do so by your own volition and you are solely responsible for compliance with all laws, regulations and rules (including local laws and any applicable United States export control laws). You will not use our Services or any Content in a manner prohibited by any applicable state, federal, international or local laws, rules, restrictions or regulations.

COPYRIGHT INFRINGEMENT

Our Services are controlled, operated and administered by us from our offices within the United States of America. It is our policy to comply with the Digital Millennium Copyright Act, title 17, United States Code, Section 512, including responding to notices of alleged copyright infringement, and other applicable intellectual property laws. We may, in appropriate circumstances, disable or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of ours or others.

Notifications

Notifications of claimed copyright infringement (each a “Notification”) should be sent by either express mail or U.S. mail to:

Main Street America Insurance Copyright Agent

Attention: Legal

4601 Touchton Road East, Suite 3400

Jacksonville, FL 32246

Facsimile number of designated agent: (904) 380-7441

Email address of designated agent: msalaw@msagroup.com

Pursuant to Title 17, United States Code, Section 512(c)(3), to be effective, each Notification must include the following:

- i. a physical or electronic signature of a person authorized to act on behalf of the owner (“Complaining Party”) of an exclusive right that is allegedly infringed;
- ii. identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site;
- iii. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. information reasonably sufficient to permit us to contact the Complaining Party, such as an address, telephone number, and if available, an email address at which the Complaining Party may be contacted;
- v. a statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement that the information in the Notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the Notification containing the information as outlined in (i) through (vi) above, and pursuant to Title 17, United States Code, Section 512:

- i. we will remove or disable access to the material that is alleged to be infringing;
- ii. we will forward the Notification to the alleged infringer (“Subscriber”); and

- iii. we will take reasonable steps to promptly notify the Subscriber that we have removed or disabled access to the material.

Counter Notification

Pursuant to Title 17, United States Code, Section 512(g)(3), a Subscriber may counter a Notification by providing a written communication (“Counter Notification”) to our designated agent that includes substantially the following:

- i. a physical or electronic signature of the Subscriber;
- ii. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. a statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- iv. the Subscriber’s name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber’s address is outside of the United States, for any judicial district in which we may be found, and that the Subscriber will accept service of process from the person who provided the Counter Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in (i) through (iv) above, and pursuant to Title 17, United States Code, Section 512:

- i. we will promptly provide the Complaining Party with a copy of the Counter Notification;
- ii. we will inform the Complaining Party that we will replace the removed material or cease disabling access to the removed material within 10 business days; and
- iii. we will replace the removed material or cease disabling access to the removed material not less than 10 business days, nor more than 14 business days following receipt of the Counter Notification, provided our designated agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the removed material on our network or system.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING OUR SERVICES OR THE CONTENT

You expressly agree that your use of our Services, the Content and all information, content, materials, products and services is at your sole risk. It is your sole responsibility to independently evaluate the accuracy, correctness or completeness of our Services, the Content and all information, content, materials, products and services. Our Services, the Content and all information, content, materials, products and services included on or associated with our Services are provided to you on an “as-is” and “as available” basis. We make no representations or warranties of any kind, express or implied, as to the operation of these Services, the Content or the information, content, materials, products or services included on or associated with our Services, including their accuracy, correctness, completeness, safety, reliability, title, timeliness, non-infringement, merchantability, conformity or fitness for a particular purpose.

Without limiting the foregoing, you acknowledge that we cannot guarantee the continuous operation of or access to our Services. You further acknowledge that operation of and access to our Services may be

interfered with as a result of technical issues or numerous factors outside of our control. Notwithstanding anything to the contrary in this Agreement or the Privacy Policy, we make no representation, warranty or guarantee that our Services or the Content that may be available for downloading from our Services is free of infection from any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer, device, data, programs or other equipment or material due to your use of the Services or items obtained through the Services or to your downloading of any material posted on the Services or any links to the Services.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

LIMITATIONS ON OUR LIABILITY

IN NO EVENT ARE WE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY, WHETHER RESULTING, IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT INCLUDE DAMAGES FOR ANY PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, INJURIES TO PROPERTY AND LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF OUR SERVICES OR THE CONTENT; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OR USE OF ANY OF THE CONTENT OR THE COLLECTIVE WORK; (V) YOUR RELIANCE UPON OR USE OF OUR SERVICES, THE CONTENT OR THE COLLECTIVE WORK; (VI) ANY TRANSACTION OR PROCESSING OF A TRANSACTION; (VII) ANY THIRD PARTY'S USE OF OUR SERVICES ON YOUR BEHALF; (VIII) THE BREACH OF OUR SECURITY AND UNAUTHORIZED DISCLOSURE OF YOUR INFORMATION; OR (IX) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED ON OR THROUGH OUR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF OUR SERVICES, EVEN IF WE OR OUR AGENTS, REPRESENTATIVES, LICENSORS, VENDORS, SUPPLIERS OR ANY OTHER APPLICABLE THIRD PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY STATED BY US IN WRITING AT THE TIME OF PURCHASE OR OTHERWISE, OUR LIABILITY AND THE LIABILITY OF OUR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES AND AGENTS ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED \$100.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these state laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

In the event that any limitation on the period of time for bringing an action, claim, dispute or proceeding against us, located in this *Limitations on Our Liability* section, is determined or held to be inapplicable or

unenforceable by any court, arbitration panel or other tribunal, then the statute of limitations for the State of Florida, including Florida Statutes Section 95, will apply to any such action, claim, dispute or proceeding referred to final or binding arbitration.

YOUR INDEMNIFICATION OF US

You will defend, indemnify and hold harmless us and our officers, directors, members, managers, shareholders, employees, independent contractors, agents and representatives from and against all claims and expenses, including attorneys' fees, arising out of or attributable to: (i) any breach or violation of this Agreement; (ii) your failure to provide accurate, complete and current Your Information requested or required by us; (iii) your access or use of our Services or the Content; (iv) access or use of our Services under any password that may be issued to you; (v) your transmissions, submissions or postings; or (vi) any personal injury, property damage or emotional distress caused by you.

OUR REMEDIES

You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we will be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of this Agreement. For purposes of this *Our Remedies* section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach will be brought in the courts of record of Duval County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. Service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, regulations, rules of procedure or local rules.

LEGAL DISPUTES

You and we agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this Agreement or your use of or access to the Services will be resolved in accordance with the provisions set forth in this *Legal Disputes* section. Please read this *Legal Disputes* section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

Applicable Law

This Agreement is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

You agree that: (i) our Services will be deemed solely based in the State of Florida; and (ii) our Services will be deemed passive Services that do not give rise to personal jurisdiction over us and our assigns, either specific or general, in jurisdictions other than the State of Florida.

Agreement to Arbitrate

Any civil action, claim, dispute or proceeding arising out of or relating to this or any previous version of this Agreement, your use of or access to our Services or any products or services sold, offered or purchased on or through our Services, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, will be resolved exclusively through final and binding arbitration, before a single arbitrator, rather than in court. The Federal Arbitration Act governs the interpretation and enforcement of this *Agreement to Arbitrate* section (this "Agreement to Arbitrate").

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of this Agreement as a court would.

The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of this Agreement, including any claim that all or any part of the Agreement to Arbitrate or this Agreement is void or voidable.

The arbitration will be conducted by the American Arbitration Association (the "AAA") in Duval County, Florida, under the AAA's rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>.

You and we will select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within 30 days after the notice of arbitration is served, then the AAA will select the arbitrator. Arbitration will not commence until the party requesting arbitration has deposited U.S. \$1,000 with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration will advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Florida, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving our other users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. Judgment upon any award rendered by the arbitrator is final, binding and conclusive upon you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may only be entered in the state or federal courts of record for Duval County, Florida.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING OUR SERVICES, YOU CONSENT TO THESE RESTRICTIONS.

Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute as a result of a decision by the arbitrator or a court order, any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state or federal court located in Duval County, Florida. You and we will submit to the personal jurisdiction of the courts located within Duval County, Florida for the purpose of litigating all such claims or disputes.

MISCELLANEOUS

If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable law, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning that renders it valid and enforceable.

For purposes of this Agreement, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; and the word “or” is not exclusive. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and will not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by us, from time to time, will survive your acceptance of this Agreement and the termination of this Agreement.

No failure to exercise, and no delay in exercising, any right or any power set forth in this Agreement by us will operate as a waiver of such right or power, nor will any single or partial exercise of any right or power under this Agreement by us preclude further exercise of that or any other right or power under this Agreement.

We may update, amend or change this Agreement at any time, in our sole discretion and without notice. Amendments will take effect immediately upon us posting such updates on our Services. We encourage you to periodically check this Agreement for changes, as your continued access and use of our Services following the posting of any changes will automatically be deemed your acceptance of all changes. If you do not agree to any change to this Agreement, you must discontinue using the Services. This Agreement replaces all previous notices or statements with respect to this subject, and cannot be modified orally or in writing by any of our associates, representatives or any other third parties.

We may give, assign or transfer our rights or obligations under this Agreement to any person or entity at any time with or without your consent. You may not give, assign or transfer your rights or obligations under this Agreement to any person or entity without our prior written consent, which may be withheld in our sole discretion. Any attempt to assign your rights or obligations under this Agreement without our consent will be void.

We will not be liable for any changes, delays, failures or problems out of our control, including any changes, delays, failures or problems caused by natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, shortage of transportation facilities, fuel, energy, labor or materials and other similar events.

You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

This Agreement (together, with the Privacy Policy) represents the entire understanding and agreement between you and us regarding the subject matter of this Agreement, and supersedes all other previous agreements, understandings or representations regarding this Agreement.

If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at msalaw@msagroup.com or in writing at:

Main Street America Insurance

Attention: Legal

4601 Touchton Road East, Suite 3400

Jacksonville, FL 32246

