

Effective Date: October 1, 2017

PLEASE READ THESE TERMS, CONDITIONS AND AGREEMENTS SET FORTH BELOW (THESE “TERMS OF USE”) CAREFULLY BEFORE USING THIS WEBSITE. By using this website, you signify your agreement to these Terms of Use. You must agree to these Terms of Use in order to use this website. If you do not agree to all of these Terms of Use, do not use this website!

These Terms of Use govern the Use (as defined below) of the various websites of Gibson-Myers & Associates dba Associated Underwriters Insurance and its family of companies (collectively “**Associated Underwriters Insurance**”, “**AUI**”, “**we**”, “**our**” or “**us**”). For ease of reference, the access, transmission, viewing or other use of our mobile application, this website and related Content (as defined below) such as text, information, images, video and audio and all services (“**Services**”) and any of the information contained herein (collectively, this “**Site**”) is hereinafter referred to collectively as the “**Use**” of, or “**Using**”, this Site.

This Site incorporates proprietary intellectual properties, which are protected by copyright (including certain rights of patentability) and which we maintain as confidential and proprietary information to be Used only in connection with these Terms of Use. By Using this Site, you are agreeing to be bound by these Terms of Use. We may revise and update these Terms of Use at any time. Therefore, we encourage you to review this Site and these Terms of Use for any updates or changes on a periodic basis. Your present and subsequent Use of this Site demonstrates your acceptance of these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AND REPRESENT THAT YOU ARE OVER THE AGE OF 18 AND ABLE TO FORM LEGALLY BINDING CONTRACTS.

1. Disclaimer on Emergency Medical Conditions. DO NOT USE THIS SITE FOR MEDICAL EMERGENCY SERVICES. IN AN EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.
2. Medical Disclaimers. We do not provide medical referral services. Associated Underwriters Insurance does not endorse, recommend, or approve any product, service, or physician listed on this Site unless expressly stated. We are not medical professionals and we do not provide medical treatment. Your reliance upon Content obtained by you at or through the Site is solely at your own risk. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site.
3. Registration; Passwords. Use of certain portions of this Site may require registration and passwords. You agree that any registration information that you provide shall be correct and complete. If we believe that any registration information is not correct and complete, we have the right to refuse you access to this Site or applicable portions of this Site and/or to terminate, suspend, or restrict your Use of this Site or applicable portions of this Site. You agree to maintain the confidentiality of any password(s) you use to access this Site, and you are fully responsible for the actions of any person or entity that accesses this Site using your password. You agree to notify us immediately of any unauthorized use of your password(s).

4. Products and Services. The information and descriptions contained on this Site are intended as general information and are not necessarily complete descriptions of all terms, exclusions, and conditions applicable to the products and services offered by Associated Underwriters Insurance. Further, the product and/or service descriptions provided on this Site are not intended to constitute offers to sell or solicitations in connection with any such product and/or service. All products may be subject to applicable regulations.
5. Privacy and Personal Information. You can view our Privacy Policy on this Site. You agree to be bound by our Privacy Policy (as may be amended by us in accordance with its terms), which is hereby incorporated by reference into these Terms of Use, and maintain your data accordingly.
6. Security. The security of your personal information is very important to us. None of your personal information can be legally accessed or released without your consent except as discussed in these Terms of Use and in our Privacy Policy. All such information is stored in a secured database and all reasonably prudent efforts are made to assure that same is secure.
7. Minors Prohibited.
 - a. This Site is for Use by adults only. If you are not over 18 years of age, do not Use this Site.
 - b. We are committed to protecting the privacy of children. You should be aware that this Site is not for or designed to attract children. We do not collect personally identifiable information from any person we actually know is a child.
8. Intellectual Property. Associated Underwriters Insurance owns all rights to the Services, the trademarks on this Site, content, software, and all intellectual property. All of the content on this Site, including all text, photographs, graphics, images, videos, format, and other expressions (“**Content**”) is the property of us, or the suppliers of Content. All of the above is protected by U.S. and international copyright laws. ANY UNAUTHORIZED OR UNAPPROVED USE OF ANY OF THE CONTENT CONSTITUTES COPYRIGHT INFRINGEMENT AND SUBJECTS YOU TO ALL CIVIL AND CRIMINAL PENALTIES PROVIDED FOR UNDER DOMESTIC AND INTERNATIONAL COPYRIGHT LAWS AND TREATIES. You may only Use the Content for accessing and understanding such information for individual and personal use. You may not copy, make any reproduction or modification or any derivative work of the foregoing, and may not republish or display any of same, nor may any of same be linked to any other website unless such website provides acknowledgment of ownership of same in Associated Underwriters Insurance or its third party suppliers or licensors. All rights not expressly granted in these Terms of Use are reserved to Associated Underwriters Insurance. No other rights or licenses whether express, implied, arising by estoppel, or otherwise are conveyed or intended by these Terms of Use.
9. Copyrights of Third Parties. We respect the copyrights and intellectual property of third parties, and we expect the Users of this Site to do the same. If you believe there is any infringement of any other person’s copyright or intellectual property by this Site, we request that you call it to our attention right away. Please do so by sending whatever information you have to assist us in evaluating same. Any statement made by you to that effect must be made in good faith and may be subject to penalties of perjury that the information is accurate or you have a good faith belief in same. You may send such notices to cmymers@auinfo.com
10. Compliance with the Digital Millennium Copyright Act. We respect the rights of all copyright holders and in this regard, we have adopted and implemented a policy that

provides for the termination in appropriate circumstances of Users usage of this Site who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information required by the Digital Millennium Copyright Act, 17 U.S.C. Section 512:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. 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;
- c. Identification of the Content 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 the information reasonably sufficient to permit us to locate the Content;
- d. Information reasonably sufficient to permit us to contact the complaining party;
- e. A statement that the complaining party has a good faith belief that the Use of the Content in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. 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

For copyright inquiries under the Digital Millennium Copyright Act, please contact Associated Underwriters Insurance's Copyright Agent at:

Chris Myers

Associated Underwriters Insurance

2876 S. Arlington Road

Akron, Ohio 44312

330-645-3902 (fax)

11. Intellectual Property Rights. You agree that we (or our Content providers) own all worldwide rights, titles, and interests in and to the Site. You may create a bookmark in your browser to the home page of the Site. Otherwise, you may not create a link to the Site without our prior written approval. All rights not expressly granted in these Terms of Use are reserved to Associated Underwriters Insurance. No other rights or licenses, whether express, implied, arising by estoppel, or otherwise are conveyed or intended by these Terms of Use.
12. Content. The Content contained on this Site is provided by Associated Underwriters Insurance or under license by third parties as a service to the Users of this Site. This Site and the information, Services and materials contained on this Site are provided on an "as is" and "as available" basis. You agree that the Use of this Site is at your sole risk. We do not warrant that the information on this Site is accurate, reliable, or current. Additionally, there are no warranties as to results that may be obtained from the Use of this Site.
13. Limitations on Use. This Site is owned and operated by Associated Underwriters Insurance and is for the User's personal, noncommercial use. You agree not to modify, copy, distribute, transmit, retransmit, disseminate, display, broadcast, circulate, perform, reproduce, publish, license, create derivative works from, transfer, sell, or commercially exploit, in any way, any Content obtained from this Site.
14. No Warranty. The Content published on this Site may include inaccuracies or typographical errors. We do not warrant or make any representations regarding the

Use or the results of the Use of the materials in this Site in terms of their correctness, completeness, accuracy, timeliness, reliability, or otherwise.

15. We May Freely Use Feedback You Provide. You agree that we may use your feedback, suggestions, or ideas in any way, including, without limitation, in future modifications of this Site, the Services, other products or services and/or advertising or marketing materials, in accordance with the terms of the Privacy Policy. You grant Associated Underwriters Insurance a perpetual, worldwide, fully transferable, sub licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to us in any way.
16. Advertisements and Links to Other Websites. This Site may contain advertisements placed by or on behalf of third parties. These advertisements may contain links to other websites. We may occasionally provide links on its Site to third party websites. These links connect you with other websites that are maintained by other parties over whom we have no control. These links are provided only as a convenience to you, and we do not assume any responsibility for nor endorse such other websites. UNLESS EXPRESSLY STATED BY US, ASSOCIATED UNDERWRITERS INSURANCE DOES NOT RECOMMEND OR ENDORSE PARTICULAR PRODUCTS, SERVICES, OR WEBSITES OF ANY THIRD PARTIES OR MAKE ANY DETERMINATION WHETHER ANY SUCH PRODUCT, SERVICE, OR WEBSITE MAY BE EITHER NECESSARY OR APPROPRIATE FOR YOU. ASSOCIATED UNDERWRITERS INSURANCE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF PRODUCTS, SERVICES, OR INFORMATION OFFERED IN SUCH THIRD PARTY SITES. Consequently, Associated Underwriters Insurance is not and shall not be held responsible for the accuracy, copyright compliance, legality or decency of materials contained in such third party sites.
17. DISCLAIMER OF WARRANTIES. THIS SITE AND THE CONTENT, INFORMATION, SERVICES, AND MATERIALS CONTAINED ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOUR USE OF THIS SITE IS AT YOUR OWN RISK. WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE DO NOT WARRANT THAT THE INFORMATION ON THIS SITE IS ACCURATE, RELIABLE, OR CURRENT. NEITHER ASSOCIATED UNDERWRITERS INSURANCE NOR ANY OTHER CONTENT PROVIDERS MAKE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE DATA FROM WHICH THE INFORMATION IS COMPILED OR THE ACCURACY OF THE INFORMATION ITSELF, NOR THE COMPATIBILITY OF THE INFORMATION WITH ANY HARDWARE AND SYSTEMS. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SITE (i) WILL BE UNINTERRUPTED OR ERROR-FREE, (ii) ARE FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS, OR (iii) ARE SECURE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE SITE. ASSOCIATED UNDERWRITERS INSURANCE AND ANY THIRD-PARTY SUPPLIER ASSUME NO RESPONSIBILITY FOR ANY PRODUCT, BRAND, METHOD, INFORMATION, OR SERVICES ON THIS SITE IN ANY WAY, AND THERE IS NO WARRANTY OR ANY ASSURANCE THAT THE PRODUCTS

OR SERVICES CONTAINED OR DESCRIBED ON THIS SITE WILL SATISFY ANY REQUIREMENTS THAT YOU MAY HAVE. BY USING THIS SITE, THE USER ACKNOWLEDGES THAT IT IS AT THE USER'S SOLE RISK AND THE USER ASSUMES FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED WITH USE OF THIS SITE.

NEITHER ASSOCIATED UNDERWRITERS INSURANCE NOR ANY THIRD PARTY SUPPLIER CAN ASSURE THAT THE USER, IN USING THIS SITE, HAS SELECTED AN APPROPRIATE SERVICE PROVIDER. AGAIN, YOU SHOULD USE THIS SITE FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply to you. You may have other rights from jurisdiction to jurisdiction.

18. EXCLUSION OF DAMAGES. AS CONSIDERATION FOR USER'S OPPORTUNITY TO USE THIS SITE AND THE CONTENT AND SERVICES, USER AGREES THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL ASSOCIATED UNDERWRITERS INSURANCE OR ANYONE ASSOCIATED WITH ASSOCIATED UNDERWRITERS INSURANCE OR THIS SITE BE LIABLE IN ANY WAY TO YOU OR ANY OTHER ENTITY FOR ANY ACTION OR INACTION TAKEN BY USER IN RELIANCE UPON INFORMATION OR SERVICES PROVIDED THROUGH THIS SITE. NEITHER ASSOCIATED UNDERWRITERS INSURANCE NOR ANYONE ASSOCIATED WITH ASSOCIATED UNDERWRITERS INSURANCE SHALL BE LIABLE IN ANY EVENT FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO (i) YOUR USE OF THE SITE, OR RELIANCE ON THE CONTENT OR SERVICES, OR (ii) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY ASSOCIATED UNDERWRITERS INSURANCE OR ITS CONTENT PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER ASSOCIATED UNDERWRITERS INSURANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply to you. You may have other rights from jurisdiction to jurisdiction.
19. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ASSOCIATED UNDERWRITERS INSURANCE AND ITS SUPPLIERS FOR ALL MATTERS OR CLAIMS RELATING TO THESE TERMS OF USE AND YOUR USE OF THE SITE IN THE AGGREGATE SHALL BE LIMITED TO THE AGGREGATE AMOUNT, IF ANY, THAT YOU PAID FOR THE SERVICES PROVIDED ON THIS SITE PRIOR TO SUCH CLAIM. IN ADDITION, OUR ENTIRE LIABILITY FOR ANY CLAIM RELATING TO THESE TERMS OF USE SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM, SUBJECT TO APPLICABLE LAW.
20. Indemnification. You agree to indemnify and hold us and our suppliers, information providers, ISPs, and officers, directors, and employees (an "Indemnified Party") harmless against any losses, claims, damages, liabilities, penalty actions, proceedings, or judgments (collectively referred to as "Losses") to which an Indemnified Party may become subject, related to or arising out of any infringement or misappropriation or alleged infringement or alleged misappropriation of any United States or international copyright, trademark, trade secret, or other proprietary right related to your Use of this Site or related to or in connection with these Terms of Use,

and shall reimburse each such Indemnified Party for all legal and other expenses, including reasonable attorneys fees, incurred by such Indemnified Party in connection with investigating, defending, or settling any such Losses, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

You also agree to indemnify and hold harmless each Indemnified Party against any Losses to which such Indemnified Party may become subject that arise out of or relate to your violation of these Terms of Use or your Use of this Site or your negligent or wrongful conduct, and shall reimburse each Indemnified Party for all legal and other expenses, including without limitation, reasonable attorneys fees, incurred by such Indemnified Party in connection with investigating, defending, or settling any such Losses, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

21. Foreign Access or Use. We make no claim that the Site is appropriate for access or Use outside the United States and Puerto Rico. Your access and/or Use of the Site outside the United States and Puerto Rico are at your own risk, and you are responsible for compliance with the laws of your jurisdiction.
22. Equipment. You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to Use this Site and all charges related thereto.
23. Monitoring. We reserve the right, but not the obligation, to monitor this Site to determine compliance with these Terms of Use. You agree to cooperate with all reasonable requests of us during any investigation of an actual or suspected breach by you of these Terms of Use.
24. Business Partners. Any of our business partners identified in this Site are independent of Associated Underwriters Insurance. Such business partners are not joint venture partners or any other kind of partners of Associated Underwriters Insurance. No employee or representative of any business partner is under our control.
25. Termination. We may, in our sole and absolute discretion, modify, suspend, restrict access to, modify the hours of availability of, or terminate this Site, these Terms of Use, any Content of this Site or any link contained herein at any time without liability or prior notice. In addition, we may, in our sole and absolute discretion and without liability or prior notice, terminate or suspend your access to all or any part of this Site, including but not limited to, any bulletin boards on this Site, for any reason, including without limitation, breach of these Terms of Use. Your obligations pursuant to these Terms of Use shall survive any such modification, suspension, restriction, or termination for the maximum period allowable under applicable law.
26. Assignment. We may assign these Terms of Use, in whole or in part, in our sole discretion. You may not assign your rights under these Terms of Use without our prior written permission. Any attempt by you to assign your rights under these Terms of Use without our permission shall be void.
27. Waiver. The waiver by us of a breach of any provision of these Terms of Use shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind.
28. Severability. If any provision of these Terms of Use is deemed void, unlawful, or otherwise unenforceable for any reason, such provision shall be deemed modified to the extent necessary to render such provision enforceable, and these Terms of Use shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of, and the agreements set forth in, these Terms of Use.
29. Governing Law. The validity and interpretation of these Terms of Use, and the rights and obligations of Associated Underwriters Insurance and any person or entity Using

this Site, are governed by the internal laws of the State of Ohio, excluding any choice of law provisions that require application of any other law. By Using this Site, you acknowledge and agree that any dispute that may arise out of your Use of this Site, whether sounding in contract, tort or otherwise, would involve difficult and complex issues, and therefore you agree that any lawsuit growing out of or incidental to any such dispute shall be tried in a court of competent jurisdiction by a judge sitting without a jury.

30. Jurisdiction. We control and operate this Site from our headquarters in Cleveland, Ohio. We do not represent or warrant that any materials on this Site are appropriate or available for Use in any other location. If you choose to Use this Site from another location, you do so at your own risk and are responsible for complying with any and all local laws.

By Using this Site, you irrevocably and unconditionally submit to the exclusive jurisdiction of any Ohio state court or United States federal court sitting in Cuyahoga County, Ohio, and any court having appellate jurisdiction therefrom, in any action or proceeding arising out of or relating to the Use of this Site or validity and interpretation of these Terms of Use, or for recognition or enforcement of any judgment, and you hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in any such Ohio state court or, to the extent permitted by law, in such federal court. By Using this Site, you irrevocably and unconditionally agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. By Using this Site, you hereby irrevocably and unconditionally waive, to the fullest extent you may legally and effectively do so, any objection that you may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to the Use of this Site or validity and interpretation of these Terms of Use in any Ohio state or federal court sitting in Summit County, Ohio.

31. Entire Agreement. These Terms of Use contain the entire agreement between you and Associated Underwriters Insurance relating to the subject matter hereof, and supersede any other oral or written communications relating thereto. These Terms of Use may not be amended or supplemented by (a) any written communication originated by you relating to the subject matter hereof, (b) statements of any of our employees, or (c) any other purported modification that has not been agreed to in writing by us. We reserve the right unilaterally to make changes to these Terms of Use at any time without advance notice. We agree to post all amended forms of these Terms of Use on the Site and such amended forms shall be effective immediately upon its posting. Your continued Use of this Site subsequent to our posting of amended forms of these Terms of Use shall constitute your acceptance of the modified Terms of Use. It is at all times your responsibility to read the most current form of these Terms of Use before Using the Site to ensure that you agree to the Terms of Use of any amendments made to these Terms of Use. You agree that these standards for notice of amendments to these Terms of Use are reasonable.

32. Acceptance of Terms of Use. You acknowledge that the provisions, disclosures, and disclaimers set forth above are fair and reasonable and your agreement to follow and be bound to them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. There are no representations, promises, warranties or undertakings by Associated Underwriters Insurance contrary to those set forth above.

33. Notices. Any notices required or permitted under these Terms of Use shall be in writing and sent by: (a) personal delivery, (b) United States mail, registered or certified, postage prepaid with return receipt requested; (c) by facsimile transmission

later confirmed by United States mail, registered or certified, postage prepaid with return receipt requested; or (d) by overnight delivery. Notices delivered personally shall be deemed given as of the date of actual receipt. Notices delivered by United States mail shall be deemed given as of three days after mailing. Notices delivered by facsimile transmission shall be deemed given as of the date and time of receipt. Notices delivered by overnight delivery shall be deemed given as of the date of delivery. Notices shall be addressed as follows:

Associated Underwriters Insurance
2876 S. Arlington Road
Akron, Ohio 44312
330-645-3902 (fax)