

Terms and Conditions

Revised December 23, 2019

ONLINE SERVICES TERMS OF USE FOR THE AMERISURE MUTUAL HOLDINGS, INC. AND ITS AFFILIATES' WEBSITE(S).

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II. ACCEPTANCE OF TERMS

User access and use of this website are subject to the following TERMS OF USE, as well as applicable laws and regulations. Please read these terms carefully. If you choose to use Amerisure.com, or any of the features of this website or any other Amerisure website, including but not limited to use of software and other downloads, you agree to abide by these TERMS OF USE. Amerisure may amend or change any of the online services offered or these TERMS OF USE from time to time, at its sole discretion, by posting updated terms and conditions on its website or by providing written notice to you by e-mail, through a website, or U.S. Mail. You agree to be bound by any modifications, changes, or revisions made by Amerisure to its online services and these TERMS OF USE. You agree that you are responsible for reviewing these TERMS OF USE regularly, and your continued use of this website or any other Amerisure website constitutes your acceptance of any modifications, changes, or revisions to Amerisure's online services or these TERMS OF USE. Changes made to the TERMS OF USE will become effective when posted on Amerisure.com or when posted on any other Amerisure website, or when you are otherwise notified of such changes. Amerisure intends for the information, materials, and functions contained in its online services to be as current and accurate as possible, but cannot guarantee and does not warrant the accuracy or reliability of the information, material or functions available through its online services or website.

III. PASSWORD/ACCOUNT PROTECTION AND USE

Amerisure.com provides online tools that enable you to manage your Amerisure accounts with Amerisure via the Internet. Some portions of this website are restricted and require authorization for access. Actual or attempted unauthorized use or access to such areas may result in criminal and/or civil prosecution.

A. Registration. To access your online account via SureConnect, you were provided with a User identification number and temporary password. Upon acceptance of these terms, you will be required to change your password. You will then select a password which is known by no one other than yourself. The User identification number designates the organization with which you are affiliated. Unauthorized attempts to access areas without proper authorization may be viewed, monitored, and recorded, and any information obtained may be given to law enforcement.

B. Password Protection. Users are responsible for maintaining the confidentiality of their password and account number, and are fully responsible for all activities that occur under their password and account. You agree to protect and keep confidential your account information, user IDs, passwords, PINs, or any other means of accessing your account or any other information or content, as applicable. You also agree to: a) immediately notify Amerisure of any unauthorized use of their password or account or any other breach of security known to you regarding your account or use of your online services by phone at (248) 482-9000 or by e-mail at ITServiceDeskTicket@amerisure.com, and b) ensure that they exit from the system at the end of each session to protect against unauthorized access.

If you disclose any of the foregoing information, you assume all risks and losses associated with such disclosure. DO NOT SHARE YOUR PASSWORD WITH ANYONE. If you permit any other person to access your account or your account information, user IDs, passwords, PINs, or any other means of accessing your account, you are responsible for any resulting transactions or activities. Upon receipt of this information, Amerisure may block or temporarily prevent access to your account until the access problem can be resolved. You agree to indemnify, defend, and hold harmless Amerisure, its directors, officers, employees, and agents from and against all losses, expenses, damages, and costs, including reasonable attorney fees, arising out of or relating to your use of the online services made available to you through Amerisure.com or any other Amerisure website or use by any other person accessing such online services using your username and password or other means of account access. Amerisure reserves the right to terminate your online access account after a period of inactivity.

IV. CONFIDENTIALITY OF DATA

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You may not copy Confidential Information or disclose Confidential Information to any third person unless you have the proper written permissions and consents necessary to make such disclosures. This includes disclosure to employees who do not need such Confidential Information to perform their obligations to Amerisure or one of its policyholders or claimants.

You may not advertise, market or otherwise make known to others any Confidential Information to which they are not privy under these TERMS OF USE, nor may you use such Confidential Information for the purpose of advertising or marketing your products or services. If you need to disclose Confidential Information to a third party in order to perform your obligations to Amerisure or one of Amerisure's policyholders or claimants, you must first obtain Amerisure's written consent to make such disclosure, and you must enter into a written confidentiality agreement with such third party with the same terms and conditions under which that third party would be restricted from disclosing, using or copying such Confidential Information, except as may be permitted by law.

A breach of your confidentiality obligations under these TERMS OF USE or the disclosure of Confidential Information without Amerisure's prior consent may cause Amerisure to suffer irreparable harm in an amount not easily ascertained. You agree that any breach resulting from your negligence, whether threatened or actual, will give Amerisure the right to: a) suspend or terminate your access, and to refuse any and all current or future use of this site (or any portion thereof), b) obtain equitable relief. The provisions of this Section shall survive the termination of this Agreement.

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VI. CHILDREN'S ONLINE PRIVACY PROTECTION ACT

Consistent with the Children's Online Privacy Protection Act (COPPA), Amerisure will not knowingly collect or retain information submitted by children under the age of 13. If Amerisure learns that it unknowingly collected personally identifying information from children under 13 years of age, we will immediately take all reasonable measures to delete the information from our computer systems and all other data systems.

VII. LINKS TO THIRD PARTY WEBSITES

For your convenience, Amerisure may provide, or third parties may provide, links to other websites or resources that Amerisure does not maintain. Because Amerisure has no control over such websites and resources, you acknowledge and agree that Amerisure is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Amerisure shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. You should not interpret any link to/from a third party website as indicating that Amerisure sponsors or endorses that website, or any of the materials on that website, or that Amerisure is affiliated with the companies associated or connected with that website in any manner. The existence of such links is not an endorsement by Amerisure of the website, resources, contents or operators thereof. Amerisure assumes no responsibility or liability for any errors or omissions in the material or information available on or through such websites or resources. In addition, such other websites and other resources may provide less security than Amerisure.com or other Amerisure websites. Your access to and use of such websites and resources is at your own risk. Your use of third party websites or materials are subject to the terms and conditions, and privacy policies applicable to such third party websites. For more information on how Amerisure collects personal information and shares such information with third party service providers, see Amerisure's Privacy Policy.

VIII. PRIVACY POLICY

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X. DISCLAIMERS

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You can choose to have your browser warn you each time a cookie is delivered to you, or you can choose to reject all cookies delivered through your browser. You can do this by changing the security settings on your browser.

Please note, if you choose to reject cookies, you may not have an optimal experience on our website, as some features may not work properly. One source of information about cookies can be found at <http://www.cookiecentral.com/>.

XIII. CONNECTION REQUIREMENTS

You are responsible for providing and maintaining, at your own option and expense, all hardware, software and communication lines required to access Amerisure.com and any other Amerisure website. You are responsible for maintaining all software, hardware, or other equipment necessary to utilize Amerisure websites including but not limited to the use of up-to-date web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software. Amerisure reserves the right to change its website configurations at any time, so you are encouraged to review these TERMS OF USE regularly.

XIV. ACCEPTABLE USE POLICY

The following are not permitted on Amerisure.com or any website maintained by Amerisure:

- Illegal use. Using Amerisure websites to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder;
- Harm to minors. Using Amerisure websites to harm, or attempt to harm, minors in any way;
- Threats. Using Amerisure websites to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property;
- Harassment. Using Amerisure websites to transmit any material (by email, uploading, posting, or otherwise) that harasses another person or entity;
- Fraudulent activity. Using Amerisure websites to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “ponzi schemes,” and “chain letters;”
- Forgery or impersonation. Adding, removing or modifying identifying network header information from Amerisure websites in an effort to deceive or mislead, or attempting to impersonate any person or entity by using such forged headers or other identifying information to accomplish such efforts;
- Unsolicited commercial email/Unsolicited bulk email. Using Amerisure websites to transmit any unsolicited commercial email or unsolicited bulk email, or facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature;
- Unauthorized access. Using Amerisure websites to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Amerisure’s or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- Copyright or trademark infringement. Using Amerisure websites to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade

secret, or other proprietary rights of Amerisure or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;

- Collection of personal data. Using Amerisure websites to collect, or attempt to collect, or harvest personal information about third parties without their knowledge or consent. This includes using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or otherwise gather content;
- Reselling the services. Reselling access, any content or any aspect of Amerisure websites without Amerisure's prior written authorization;
- Network disruptions and unfriendly activity. Using Amerisure websites for any activity which adversely affects the ability of other people, entities, or systems to use the website, including "denial of service" attacks against another network host or individual user, interfering with or disrupting other network users, network services or network equipment; and
- Reverse Engineering. Reverse engineering, decompiling or disassembling any portion of Amerisure websites.
- Amerisure may take any one or more of the following actions in response to actual or suspected violations above:

Issue warnings: written or verbal;

Suspend posting privileges;

Suspend or terminate the User's account;

Charge the User for administrative costs and/or reactivation charges; or

Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

- Amerisure may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

XV. RIGHT TO MONITOR

Although Amerisure neither actively monitors use of Amerisure.com or any other Amerisure website under normal circumstances, nor does Amerisure exercise editorial control over the content of any third party's website, electronic mail transmission, news group, or other material created or accessible over or through Amerisure.com or any other Amerisure website, it reserves the right to do so. Amerisure reserves the right to remove any materials that, in Amerisure's sole discretion, may be illegal, may subject Amerisure to liability, may violate these TERMS OF USE, or are, in the sole discretion of Amerisure, inconsistent with Amerisure's purpose for this website.

XVI. TERMINATION

Amerisure, in its sole discretion, may terminate your passwords, accounts (or any part thereof) or use of Amerisure.com or any other Amerisure website, and remove and discard any content

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You agree to not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of Amerisure.com or any Amerisure website or its contents, except as expressly permitted by Amerisure in a signed writing and in advance of any such activity.

XVIII. DATA SECURITY

Amerisure has reasonable website security measures in place to protect the loss, misuse, and alteration of the information under its control. While Amerisure takes reasonable steps to protect the integrity and security of its network and systems, Amerisure cannot guarantee that its security measures will prevent third-party "hackers" from illegally obtaining information.

XIX. SUBMISSIONS

You represent and warrant that any information you provide through Amerisure.com or any other Amerisure website, or third party website in connection with the online services offered by Amerisure is accurate and complete, and that you will update such information as needed.

XX. TRANSACTIONS

Amerisure may make available to its policyholders the ability to make payments in connection with certain Amerisure products through Amerisure.com or a third party service provider. If you wish to make a payment transaction, you may be asked to supply certain relevant information such as a credit card number and its expiration date, or your bank account number, billing address, or financial institution routing number depending upon the capability of Amerisure's websites and/or the payment processing methods made available. Should you make a payment transaction, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY AND ALL PAYMENT INFORMATION THAT YOU SUBMIT IN CONNECTION WITH ANY PAYMENT TRANSACTION initiated by you. By agreeing to such payment transactions, you grant Amerisure the right to provide such information to third parties for purposes of facilitating such transactions and you consent to the use of such third party websites for purposes of processing and assisting in such payment transactions.

XXI. OTHER AGREEMENTS

These TERMS OF USE apply to your use of Amerisure.com and any other Amerisure website and do not change or alter any other contract or agreement between you and Amerisure or its affiliated companies.

XXII. MISCELLANEOUS

These TERMS OF USE and all other Amerisure policies posted on Amerisure.com or on any other Amerisure website constitute the entire agreement between you and Amerisure with respect to your use of Amerisure.com and any other Amerisure website and may be amended only in writing, signed by an authorized officer of Amerisure.

Amerisure may revise, amend, or modify these TERMS OF USE, its Privacy Policy and any other user policies and agreements at any time. Notice of any revision, amendment, or modification may be posted on Amerisure's website effective immediately upon posting, or by providing written notice to you by e-mail, through a website, or U.S. Mail of the same. You agree to accept all privacy notices electronically and are bound by any changes made by Amerisure to these TERMS AND CONDITIONS and/or to Amerisure's Privacy Policy. Amerisure shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by an authorized officer of Amerisure. No delay or omission by Amerisure in exercising any right shall operate as a waiver of said right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

This Agreement is governed by Michigan law without regard to conflict of law provisions. The federal and state courts located in Michigan alone have jurisdiction over all disputes arising out of or related to Amerisure.com, all other Amerisure websites, and these TERMS OF USE. You consent to the personal jurisdiction of such courts sitting in the aforementioned State with respect to such disputes or between you and Amerisure, and waive your rights to removal or consent to removal.

Any provision of these TERMS OF USE that by their nature extend beyond the expiration of this agreement shall survive expiration or termination of these TERMS OF USE and shall remain in effect until all such obligations are fully satisfied.

If any provision of these TERMS OF USE or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of these TERMS OF USE shall not be affected and every other provision of these TERMS OF USE shall be valid and enforceable, to the fullest extent permitted by law.

XXIII. CONTACTING US

If you need to contact us, you may do so as follows:

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