

## **Internet Services Agreement**

This Internet Services Agreement ("Agreement") is supplemental to your Agent, Producer or Broker Contract (collectively referred to hereafter as "Producer Contract") with Seattle Specialty Insurance Services (referred to hereafter as "SSIS") and amends or modifies the Producer Contract to the extent this agreement conflicts with the terms of the Producer Contract. By clicking "I agree," you will confirm your understanding, acceptance and receipt of this Agreement and its terms and conditions.

### **Scope of the Agreement**

This Agreement between you and SSIS states the terms and conditions that govern your use of GapTrac and is part of your Producer Contract. The term "Internet Services" includes GapTrac and other computer, telephonic, email or wireless services or systems offered by SSIS. This includes services and information accessible through SSIS, or service providers used by SSIS, including but not limited to:

- \* Any and all web sites developed and operated by SSIS;
- \* SSIS' computers and networks which are accessible externally; and
- \* Any other computer, telephonic, wireless services or information system SSIS provides to you, including successors to the systems described above.

### **Services Provided**

SSIS' Internet Services allow you to submit applications for GAP coverage. The Internet Services are accessible via computers or wireless transmissions for use on compatible personal, home or small business computers, terminals and network computers, as well as various wireless devices. You understand that you are solely responsible for the hardware, software or other technology you use to access SSIS' Internet Services. SSIS will not be responsible for any difficulties resulting from your failure to utilize technology adequate to use SSIS' Internet Services effectively.

### **Your Agreement**

By using SSIS' Internet Services, you agree to comply with the terms and conditions of this Agreement. SSIS has the right to modify or terminate this Agreement in any way at any time, and we will provide you with notice of any modifications. You further agree to abide by any rules, procedures, standards, requirements or other conditions we may establish in connection with the use of our Internet Services made available by SSIS.

### **Disclaimer of Warranties**

**THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF SSIS'**

## INTERNET SERVICES (INCLUDING BUT NOT LIMITED TO INFORMATION ACCESS).

### Use of Proprietary Information

The Information provided is the property of SSIS and may be protected by applicable copyright law. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of an officer of SSIS who has the authority to give such consent. You agree that you will not use the Information for any unlawful purpose. You further agree to comply with all reasonable requests from SSIS intended to protect the Information and SSIS' respective rights.

### Access, Passwords and Security

You will be responsible for the confidentiality and use of your user name(s), password(s), or producer number(s). You agree not to hold SSIS liable for any damages of any kind resulting from your decision to disclose your user name(s), password(s), or producer number(s) to any third party. You agree immediately to notify SSIS if you become aware of:

- \* Any loss or theft of your use name(s), password(s) and/or producer number(s); or
- \* Any unauthorized use of any of your user name(s), password(s) and/or producer number(s), or of the Internet Services or any related Information.

### Data Transmission

You acknowledge that data, including e-mail addresses, Internet communications and personal or financial information, may be accessed by unauthorized third parties when communicated between you and SSIS using the Internet or other network communications facilities. You agree to use software produced by third parties, including but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by SSIS. Until notified otherwise by SSIS, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by SSIS and follow SSIS' log-on procedures for Internet Services that support such protocols. You acknowledge that SSIS is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including but not limited to the Internet.

### Our Ability to Terminate Internet Services

SSIS reserves the right to terminate your access to its Internet Services or any portion of them, in its sole discretion, without notice and without limitation, for any reason whatsoever. SSIS may terminate your access to its Internet Services for reasons including, but not limited to the unauthorized use of your account access information;

breach of this Agreement; breach of your Producer Contract; use of this site for any unlawful purpose; reproduction, distribution, or download of any information protected by any trademark, copyright, confidentiality or privacy law.

#### Acknowledgement

You acknowledge that, in providing you with Internet Services, SSIS has relied upon your agreement to be bound by the terms of this. You further acknowledge that you have read, understood and agreed to be bound by the terms of this Agreement as well as any other agreements currently in place. You further agree to be bound by any assent or agreement you transmit through the Internet Services you access by computer. You agree that you click on an "I agree", "I consent" or other similarly worded "button" or entry with your mouse, keystroke or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. Your agreement also provides consent to SSIS that you accept notifications via Internet communications.

#### Modifications

This Agreement may be modified by SSIS upon written notice, however, if SSIS sends you written notice, via Internet communication or otherwise, of a modification, you confirm your acceptance of the modification by continuing to access this site.

#### Governing Law

This Agreement and the relationship of the parties shall be governed by the laws of the State of Washington applicable to agreements executed and performed within the State of Washington. The parties further agree that they are purposely availing themselves of the benefits and laws of the State of Washington. As such, both parties to this Agreement hereby consent that they are subject to personal jurisdiction within the State of Washington as to any dispute arising out of or related to the inception or performance of this Agreement, and further hereby waive their right to contest the exercise of personal jurisdiction over them within the State of Washington.

The parties further agree that in any dispute arising out of or related in any way to the solicitation, negotiation, inception or performance of this Agreement (whether the dispute is couched in terms of contractual, statutory, or common law grounds) said dispute shall be exclusively resolved by a Court of competent jurisdiction within the State of Washington and specifically located within the venue of Snohomish County, Washington. The parties hereto agree that in the event any claim, action, lawsuit, or other proceeding is filed in a forum other than one located in the State of Washington, County of Snohomish, said claim, action, lawsuit or other proceeding shall be dismissed, transferred or abated and the dispute shall be pursued in an appropriate forum located within the State of Washington, County of Snohomish.

#### Severability

The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

### Confidentiality

I understand that SSIS does not disclose personal information obtained through the use of its Internet Services to companies or organizations not affiliated with SSIS that would use the information to market their own products and services. However, SSIS may share with me personal information about its policyholders, and other persons, in order to solicit or service a policy SSIS issued or to address claim submissions under a policy SSIS has issued. "Personal Information" includes all personally identifiable information and other information about a person that: (1) a person provides to SSIS to obtain insurance; (2) results from an insurance transaction; (3) is obtained in the process of servicing a policy or claim submitted; or (4) is otherwise obtained in connection with providing insurance. I agree to protect and hold all Personal Information in strict confidence and to take reasonable steps necessary to protect the Personal Information from unauthorized and/or inadvertent disclosure.