TERMS OF USE

WHAT FOLLOWS IS A LEGALLY BINDING CONTRACT. YOU MUST READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING OR USING THIS WEBSITE OR BY ACCESSING OR USING ANY DATA, SERVICE OR OTHER INFORMATION DERIVED FROM OR ON THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST EXIT THIS SITE IMMEDIATELY AND MAY NOT USE THE WEBSITE OR ANY DATA, SERVICES OR OTHER INFORMATION HEREIN. YOU FURTHER AGREE THAT YOUR ASSENT, GIVEN ELECTRONICALLY, SHALL HAVE THE SAME LEGAL EFFECT AS IF THESE TERMS OF USE HAD BEEN PERSONALLY SIGNED BY YOU. TO THE EXTENT PERMITTED BY LAW, THESE TERMS OF USE ARE INTENDED TO SUPERSEDE ANY PROVISIONS OF APPLICABLE LAW WHICH MIGHT OTHERWISE LIMIT THEIR ENFORCEABILITY OR EFFECT BECAUSE THEY WERE ENTERED INTO ELECTRONICALLY.

1. These Terms of Use set forth the terms and conditions for the access and use by you (“You”) of this website (collectively, including without limitation all text, graphics, links, images, audio, video and other content and functionality available through the “republicgroup.com”, “agent.republink.com” and “insured.republicgroup.com” domain names, the “Site”) and the systems, software, forms, policies, rates, and policyholder files and information, including without limitation claims data, billing information, loss ratios, written premiums, commissions and losses, (“Data”) offered to You through the Site by one or more members of Republic Group, including Republic Lloyds, Republic Fire and Casualty Insurance Company, Republic Underwriters Insurance Company, Republic-Vanguard Insurance Company, Southern County Mutual Insurance Company, Southern Insurance Company, Southern Underwriters Insurance Company (singularly and collectively, “Company”). Unauthorized access or use of the Site, including without limitation any attempt to hack into the Site or to undermine its security, is a violation of these Terms of Use and may subject You to legal action by the Company and/or law enforcement authorities. The public areas of this Site are also subject to these Terms of Use.

2. The Company may amend, change or update these Terms of Use at any time without notice to You. Unless otherwise specified, such changes shall be effective upon posting. You have the obligation to review the Terms of Use from time to time. Your continued access or use of the Site or the Data after the date of any change in the Terms of Use constitutes Your agreement to be bound by the new Terms of Use. These Terms of Use may not be modified, varied or altered by oral agreement or by any means other than those specified in this paragraph.

3. The Company may alter, modify or terminate the technology structure or standards of the Site and any other information relating to the Site or the transmission of the Data without constituting an amendment to these Terms of Use.

4. Access and use of the Site and the Data is solely for the Company’s authorized insurance agents. You shall not assign or otherwise transfer Your authority to access or use the Site to any other person or entity. You shall not disclose Your password or other method to access the Site (“Password”) to any other person or entity other than to Your employees to whom You have given express authorization to access and use the Site for the conduct of Your business with the Company and to whom You have given express authorization to enter into these Terms of Use on Your behalf. You shall take all reasonable measures to protect the confidentiality of Your Password and to ensure no unauthorized access to the Site occurs through use of Your Password. You shall comply with reasonable industry standards, including without limitation virus protection and security measures specified by the Company to protect the Site and the Data from loss, unauthorized access, use, modification or disclosure. You shall not attempt to access
or use any other non-public websites or computer systems of the Company other than the Site areas permitted by Your Password and authorized by the Company.

5. You shall access and use the Data solely in Your normal course of business with the Company and You shall not modify or attempt to modify the Data except as instructed or permitted by the Company. You may copy, print or download the Data only for use in Your ordinary course of business with the Company and shall not copy, print, download, reproduce or otherwise publish or distribute the Data for any other purpose or to any person outside Your organization, except in accordance with the express terms indicated on the Site or with the Company’s prior written authorization.

6. You agree not to use the Site, the Data or any links to or access to any other websites from the Site to:
   a. restrict or inhibit any other user from using and enjoying the Site;
   b. impersonate, or otherwise misrepresent Your affiliation with any other person or entity;
   c. modify, falsify, or delete any attributions, legends, marks, notices or any other proprietary designation of the origin or source of any material (including the Data) appearing on the Site;
   d. post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component;
   e. post or transmit information, content, software, components or other material onto the Site or that will infringe the intellectual property rights or other proprietary rights of any third party; or
   f. violate or facilitate any violation of any applicable local, state, federal, or international law, statute, regulation, code or ordinance.

7. You agree not to access any Data that identifies a particular insured (“Insured-Specific Data”) unless and until You have obtained written permission from each insured so identified. Proof that a particular insured is represented by You at the time Insured-Specific Data is sought shall be sufficient to establish the requirement of written permission described in the previous sentence. Provided, however, that You agree not to access Insured-Specific Data unless You:
   a. have possession of the original or a legible reproduction of an application or signed letter of authorization from the insured giving You permission to access such Insured-Specific Data;
   b. will provide the Company with access to all such applications or signed letters or authorization upon demand so that the Company can verify Your authority; and
   c. WILL INDEMNIFY THE COMPANY FOR ANY LIABILITY OR COSTS RESULTING FROM ANY IMPROPER OR UNAUTHORIZED USE OF INSURED-SPECIFIC DATA THAT IS THE RESULT OF ANY NEGLIGENT OR INTENTIONAL ACT BY YOU.

8. The Site may periodically provide news items of general interest to users of the Site. Publishers of news items do not generally obtain releases from the subjects, individuals, groups, or entities that are shown in their photographs or graphics or quoted in their texts. Also, no clearance is obtained from the owners of trademarks or copyrighted materials whose marks or materials are included in news items. Therefore, You will be solely responsible for obtaining any and all necessary releases if You use news items that You find on this Site. NEITHER THE COMPANY NOR ANY OTHER PUBLISHER OR NEWS SERVICE WILL BE LIABLE FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN ANY NEWS
MATERIAL OR IN THE TRANSMISSION OR DELIVERY OF ALL OR ANY PART THEREOF OR FOR ANY DAMAGES ARISING FROM ANY OF THE FOREGOING.

9. At times, this Site may have links to websites hosted by other parties, such as government agencies, commercial firms, educational institutions, and private parties. These links are offered as a convenience and for informational purposes only, and not as referrals or endorsements of these websites. The linked websites are maintained by their respective organizations, and those organizations are solely responsible for the content of their own websites. Accordingly, the content, accuracy, opinions expressed and other links provided by other websites are neither verified nor endorsed by the Company.

10. WARRANTY DISCLAIMER. THE COMPANY PROVIDES THE SITE AND THE DATA “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. THE COMPANY PROVIDES NO WARRANTY THAT THE SITE’S FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY PROVIDES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, AVAILABILITY, SUITABILITY, QUALITY, OR OPERATION OF THE SITE OR THE DATA. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR THE DATA IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT THE COMPANY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THE SITE AND THE DATA ARE NOT NECESSARILY INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO THE INSURANCE COVERAGES, PRODUCTS AND SERVICES OFFERED BY THE COMPANY, AND YOU SHOULD REFER TO THE ACTUAL POLICY OR APPLICABLE CONTRACT.

11. LIMITATION OF LIABILITY. THE COMPANY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR ACCESS OR USE OF THE SITE OR THE DATA, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING THOSE ARISING FROM ANY SITE MALFUNCTIONS OR INTERRUPTIONS, PROBLEMS WITH THE INTERNET SERVICE PROVIDER, THIRD PARTY ACTIONS, OR OTHER ELECTRONIC COMMUNICATION SYSTEMS PROBLEMS, DIFFICULTIES OR FAILURES. YOUR SOLE REMEDY FOR ANY OF THE FOREGOING IS TO CEASE USING THE SITE AND THE DATA.

12. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES, INCLUDING THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, OBLIGATIONS, CLAIMS, SUITS, COSTS, EXPENSES, DAMAGES, OR JUDGMENTS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES AND OTHER REASONABLE EXPENSES ASSOCIATED WITH LITIGATION, AND ANY COSTS INCURRED PURSUING INDEMNIFICATION CLAIMS HEREUNDER), WHETHER ACTUAL OR THREATENED (“THE CLAIMS TO BE INDEMNIFIED”) THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH: (I) A VIOLATION BY YOU OF THESE TERMS OF USE; (II) YOUR ACCESS OR USE OF THE SITE; (III) YOUR USE OF INSURED-SPECIFIC INFORMATION; OR (IV) ANY UNAUTHORIZED USE OF YOUR PASSWORD. YOUR OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNITEES SHALL APPLY EVEN
IF THE CLAIMS TO BE INDEMNIFIED ALSO ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BAD FAITH OR INTENTIONAL CONDUCT OR OTHER FAULT OF THE INDEMNITEES. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER REMEDY AT LAW OR IN EQUITY THAT MAY BE AVAILABLE TO THE INDEMNITEES.

13. The Company may terminate Your access to the Site and the Data without cause and without notice to You.

14. The Company or third parties own the Site and the Data, which are protected by applicable copyright, patent, trademark or other intellectual property laws. Upon notice from the Company, You will return all Data to the Company within ten (10) days of the date of such notice, unless the Company specifies otherwise in writing.

15. If any portion of these Terms of Use is or shall be ruled invalid or otherwise unenforceable, these Terms of Use shall be construed and interpreted in such a manner as to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms of Use as possible.

16. These Terms of Use are in addition to the terms of any other written agreement you may have with the Company.

17. These Terms of Use are governed in all respects by the laws of the State of Texas, without giving effect to any principles of conflicts of laws. Any legal action or proceeding relating to these Terms of Use or to Your access or use of the Site or the Data shall be exclusively subject to the jurisdiction of the federal or state courts in the City and County of Dallas, Texas, United States of America, and You agree to waive all defenses as to venue and/or personal jurisdiction as to any action brought there.