

MAP Client Services: Terms of Use

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MAP Client Services Terms of Use

The MAP Client Services Terms of Use apply to all resources available on this site. Additional terms and conditions may apply for services provided by our Service Providers.

Acceptance of the Terms of Use

These terms of use are entered into by and between the user ("you," or "your") and Safety National Casualty Corporation ("Company", "we," "our," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of the Safety National MAP Client Services, including any content, functionality and services offered on or through MAP Client Services (the "Website").

Please read the Terms of Use carefully before you start to use the Website. By clicking to accept or agree to the Terms of Use, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website.

This Website is offered and available to Safety National clients only, unless otherwise permitted by Safety National in a separate agreement in writing duly executed by both parties. By using this Website, you represent and warrant that you are a Safety National client. If you do not meet all of these requirements, you must not access or use the Website.

Service Providers

"Service Providers" refer to third-party service providers or vendors retained for their expertise in the specific area covered by the training Service Providers provide. Each Service Provider requires agreeing to their specific terms and conditions in order to use their service. Each Service Provider may have unique terms and conditions specific to the Service Provider, and those terms and conditions may contain specific licenses to permit you to modify, but with certain limitations, the use of the materials provided to cater to your specific organizational needs.

Thus, acknowledging and accepting the terms and conditions are preconditioned to using the services, and it is your obligation to read through the entire document, provided via links to specific documents, before proceeding to utilize the services.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some

parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- 1. Making all arrangements necessary for you to have access to the Website.
- 2. Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.
- 3. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree to keep these registration details confidential and to not share or disclose such details to anyone else. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- 4. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to share with or provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer within your organization's network so that others are not able to view or record your password or other personal information.
- 5. 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 opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

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These Terms of Use permit you to use the Website for the sole purpose of administering your organization's risk management program in accordance with the terms and conditions set forth here.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- Subject to the restrictions imposed by the terms and conditions herein and those by
 Service Providers on their respective terms of use and any other related confidential

obligations, the Website may permit you to download and distribute materials from the Website, but you agree and acknowledge you must only do so for use in the administration of your organization's internal risk management program only and not publish or make such materials available on public domain. Further, each Service Provider may require the materials to be password protected prior to any internal distribution. It is your responsibility to be familiar with the terms and conditions of use of the Website, including those of the Website's Service Provider.

You must not:

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If you wish to customize the use of the materials on the Website to fit your organization's particular needs, please send your request to: MAP@safetynational.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company and the Service Providers. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the uses set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another
 user or any other person or entity (including, without limitation, by using e-mail addresses
 or screen names associated with any of the foregoing).

 To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Take any action with respect to any action that we deem necessary or appropriate in our sole discretion, including if we believe that such action violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

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 the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or

nonperformance of the activities described in this section.

Copyright Infringement

If you believe that any content of the Website violates your copyright, please contact MAP@safetynational.com immediately. It is the policy of the Company to terminate the user accounts of repeat infringers.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may not link to our homepage without our express written consent.

If expressly permitted in writing whether by us or by the Service Provider, you may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties or our Service Providers, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at

your own risk and subject to the terms and conditions of use for such websites. It is your responsibility to read the terms and conditions as well as the privacy policies posted on these websites, and by proceeding to enter the websites, you agree to abide by the terms and conditions and privacy policies.

Geographic Restrictions

The Company is based in the state of Missouri in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, Service Providers, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

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IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and Service Providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of St. Louis County, Missouri, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE

OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and Safety National Casualty Corporation with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Safety National Casualty Corporation, 1832 Schuetz Road, St. Louis, Missouri 63146. All notices of copyright infringement claims should be sent to MAP@safetynational.com.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: MAP@safetynational.com.

Any legal notices must be directed to Nicholas Kriegel, Senior Vice President of Operations and General Counsel, Safety National Casualty Corporation, 1832 Schuetz Road, St. Louis, Missouri 63146.

IN ADDITION TO MAP CLIENT SERVICES TERMS OF USE, YOU MUST ALSO AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREINAFTER EITHER EXPRESSLY STATED OR CONTAINED IN THE LINKED DOCUMENTS, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO AND SHALL BECOME PART OF THE TERMS OF USE WHEN YOU CHECK THE "I ACCEPT" BOX. PLEASE CLICK ON THE LINK(S) TO SERVICE(S) APPLICABLE TO YOU AND READ THE ENTIRE DOCUMENT(S) BEFORE CHECKING THE "I ACCEPT" BOX. BY CHECKING THE "I ACCEPT" BOX, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS OF USE.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OR ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SERVICES.

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HR Essentials Online Privacy Policy: HR Essentials Online Privacy Policy

Safety Training Source-Terms of use

HEALTH & SAFETY INSTITUTE (HSI) TERMS OF USE: https://hsi.com/privacy

(Safety Source): Privacy Policy for Safety Source 2022 (1).pdf

S:ERVE, Distracted Driving and Defensive Driving Terms of Use (OnQ

Safety): https://www.onqsafety.com/privacy-rights/

MAPS AND APIS

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Law Enforcement Liability Resource

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entities, give us a call and we c	an discuss options.				