



A MEMBER OF THE TOKIO MARINE GROUP

Safety National Re Client Services:  
Terms of Use and Privacy Policy

## Contents

Safety National Re Client Services Terms of Use .....	2
Safety National Re Client Services Privacy Policy.....	10
(BLR).....	13
Safety Essentials Online-Terms and Conditions of Use .....	13
HR Essentials Online-Terms of use .....	14
HR Essentials Online Privacy Policy.....	20
Safety Training Source-Terms of use: .....	23
TERMS OF USE.....	30
Distracted Driving Terms of Use: .....	32
Distracted Driving - YOUR PRIVACY RIGHTS.....	38
Office Ergonomics Solutions .....	42
PRIVACY STATEMENT FOR ENVIANCE ERGONOMIC SOFTWARE SERVICES.....	42
Office Ergonomic Solutions - Terms of Use .....	48
WORKERS COMP KIT .....	51
Privacy Policy.....	51
Workers' Comp Kit - Terms of Use .....	55

## Safety National Re Client Services – Terms of Use

The Safety National Re Client Services Terms of Use apply to all resources available on this site. Some resources have additional Terms, which may be found below.

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Safety National Casualty Corporation ("Company", "we" 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 Re Client Services including any content, functionality and services offered on or through Reinsurance (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 when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which is incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to Safety National clients. 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.

### 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:

Making all arrangements necessary for you to have access to the Website.

Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

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 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.

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 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 so that others are not able to view or record your password or other personal information.

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

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for administration of your company's workers' compensation program. 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.
- You may download and distribute materials from the Website for use in administration of your company's workers' compensation program.

You must not:

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [services@sncrc.com](mailto:services@sncrc.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. 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.

#### Trademarks

The Company name, the terms "Workers' Comp Kit," and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

#### 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 [services@sncrcr.com](mailto:services@sncrcr.com) immediately. It is the policy of the Company to terminate the user accounts of repeat infringers.

## Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, 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.

## 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 link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

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, 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.

#### Geographic Restrictions

The owner of the Website 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.

#### Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

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

#### Limitation on Liability

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 and Privacy Policy 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 [services@sncrc.com](mailto:services@sncrc.com).

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [services@sncrc.com](mailto:services@sncrc.com).

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

## Safety National Re Client Services Privacy Policy

The Safety National Re Client Services Privacy Policy applies to all resources available on this site. Some resources have an additional privacy statement, which may be found below.

### Introduction

SAFETY NATIONAL CASUALTY CORPORATION ("Company" or "We") respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website Reinsurance (our "Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

On this Website.

In email, text, and other electronic messages between you and this Website.

Through mobile and desktop applications, you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.

When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

us offline or through any other means, including on any other website operated by Company or any third party; or

any third party, including through any application or content (including advertising) that may link to or be accessible from the Website;

or information you provide to the Company through the underwriting process.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

by which you may be personally identified, such as name, e-mail address, company name, and industry;

about your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

Directly from you when you provide it to us.

Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies.

Information You Provide to Us. The information we collect on or through our Website may include:

Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website. We may also ask you for information when you report a problem with our Website.

Records and copies of your correspondence (including email addresses), if you contact us.

Your responses to surveys that we might ask you to complete for research purposes.

Details of your use of our Website.

Your search queries on the Website.

Information We Collect Through Automatic Data Collection Technologies. As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.

Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and may include personal information but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

- Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices About How We Use and Disclose Your Information.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

#### Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see Choices About How We Use and Disclose Your Information.

#### How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

#### Disclosure of Your Information

We will never disclose your information to third parties, including our affiliates.

## Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting the My Account page.

## Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

## Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

## Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at: [services@sncrc.com](mailto:services@sncrc.com)

## **(BLR)**

## **Safety Essentials Online-Terms and Conditions of Use:**

(Client Terms of Use)

*Safety Essentials Online (Safety.BLR) users ("You" and "Your(s)") may use the content of this site for Your exclusive use only. By accessing this site, You agree not to profit in any way through use of the*

*content. You also agree that You will not copy, modify or make derivative works from or otherwise make commercial use of the content herein, except that You are permitted to make the content available to your employees and/or association members for internal use only. You may not offer this content for free on the internet nor can You use it to create a separate, competing product.*

## **HR Essentials Online-Terms of use:**

### **1. Agreement and General Terms of Use**

**1.1 Agreement.** This User Agreement constitutes the agreement between BLR®—Business & Legal Resources, a division of Simplify Compliance LLC ("BLR"), and you as a user who accesses or establishes a connection ("user," "you," or "your") to our services, including but not limited to those at [www.BLR.com](http://www.BLR.com), [HR.BLR.com](http://HR.BLR.com), [Compensation.BLR.com](http://Compensation.BLR.com), [Safety.BLR.com](http://Safety.BLR.com), [Enviro.BLR.com](http://Enviro.BLR.com), [store.BLR.com](http://store.BLR.com), and/or other services and services based on these services ("Service" or "Services"). You agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Services, and your use of the Services constitutes your agreement to abide by these provisions.

**1.2 Passwords.** Sharing or distributing your user name and password to others for access to the Services is prohibited and may result in termination of your account. BLR makes multi-user and site licenses available for subscribers needing broader access.

**1.3 Changes.** BLR reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. BLR will make the current Agreement available at this URL, as well as from a link at the bottom of each Service's home page. The Agreement in effect at the time you use the Service shall govern your use, and your use of the Service after the effective date of any changes to this Agreement will be deemed your acceptance of the changes. For your convenience, substantive changes to the Agreement will be noted in this "Changes" section for at least one month after a change becomes effective. Any change will be effective immediately, however, and need not be noted in the "Changes" section to be binding upon all subsequent visitors to the site.

**1.4 Changes to Services.** BLR is constantly changing, updating, and improving its Services. BLR reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, tool, or feature that is a part of the Services.

**1.5 Restrictions, suspensions.** BLR further reserves the right, in its sole discretion, to restrict the use of the Service as well as suspend or revoke your rights to use the Services based on BLR's belief that your use of the Services violates that permitted by this Agreement or applicable law.

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

### **2. Rights in Service Content and the Service**

**2.1 Copyright.** The Services, together with all content and tools provided by BLR on the Services, are protected by copyright, trademark and/or other applicable intellectual property and proprietary rights laws and are owned, controlled, and/or licensed by BLR. All trademarks appearing on the Services are the property of their respective owners. You agree not to use any trademarks or copyrighted material

without express written permission of BLR. You agree that you do not acquire any ownership rights in any downloaded content.

2.2 Personal use. You may search, retrieve, display, download, and print content from the Services solely for your personal research and reference purposes only (either for the benefit of yourself or for the benefit of your employer). You shall make no other use of the content without the express written permission of BLR. If you wish to add users within your organization, multiple-user accounts and site licenses can be obtained by calling 800-727-5257.

2.3 Prohibited uses. You will not modify, publish, distribute, transmit, participate in the transfer or sale, translate, create derivative works, or in any way exploit other than as set forth herein, any of the content, tools or technology, in whole or in part, found on the Services. Further, you shall not engage in any systematic downloading or other activity directed towards any of the content, in whole or in part, found on the Services that would create any electronic database or archive containing such content. You are also prohibited from using frames or iFrames when accessing the Services as these often cause problems in the authentication process. In searching the Services, you shall not employ any automated search tools, including so called "crawlers," "bots" and "spiders" that programmatically access and extract content in order to repurpose or resell the Services content and tools, nor may you "scrape" and/or reformat any information off the services HTML pages or XML interface, including meta tags, results pages, abstracts, and documents without the express written permission of BLR. Those seeking more information on permission for systematic access (automated queries meta-search, etc.) should go to the FAQ Contact Us area for each Service.

2.4 Policies and Forms. The Services contain sample policies, forms, and checklists that you may adapt to your organization. You are granted a specific license to modify such documents or to incorporate them into your organization's policy handbooks. However, this license does not include the right to resell the documents, to create a product for sale, or to share them outside of your organization. This license is perpetual.

2.5 Training materials. The Services contain training materials that you may download and use for internal training within your organization. You are granted a specific license to modify such materials to fit your organization's policies, procedures, and workplace features. You may display such training materials within your organization. However, they may not be distributed via your organization's intranet or the internet or loaded into a learning management system without specific written permission from BLR. This license shall remain in effect so long as you remain a subscriber of the Services.

Certain training materials are available as versions that include audio narration. These materials may be played via the BLR websites for classroom use or for training of individuals. However, they may not be downloaded, stored on your intranet or the internet, or loaded into a learning management system without specific written permission from BLR.

2.6 Internal newsletters. The Services contain tools to create and distribute newsletters for employees or supervisors. You are granted a specific license to distribute such materials within your organization.

2.7 Free Ezines. A subscription to this site also includes a free subscription to our daily Ezine newsletter. If you choose to cancel your trial subscription or not renew your paid subscription, your free Ezine

subscription will continue without interruption. To limit spam complaints, our Ezine e-mail lists are "double opt-in". That means you will receive an e-mail confirming your subscription. You must click the link in this e-mail to begin receiving your Ezines. To unsubscribe to the Ezine newsletter, use the link provided at the bottom of each newsletter.

2.8 Third party use. Consultants, Professional Employee Organizations, associations, and similar entities may not distribute any of these materials to their clients or members without an Enhanced Use License or other written permission from BLR. To obtain such permission and information about associated pricing, please call 800-727-5257.

### 3. User Activities and Privacy of User Information on the Service

3.1 Lawful uses. You will use the Services and any tools, content, material, or information found on the Services solely for lawful purposes. You shall not upload to, distribute to or through, or otherwise disseminate through the Service any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any privacy or other rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

3.2 Rights in submissions. You warrant that any material or information that you make available through the Services, including, for example, postings to forums and documents you may post to your work area, is solely your original work, or that you have all necessary rights to make the material or information of any other person or entity available on the Services. You will be solely responsible for the content of any material or information that you make available through the Services. You will also be liable for any damage resulting from your making any material or information available through the Services.

3.3 License. Except as set forth below, by making any material or information available through the Services, for example, in postings to chat areas and forums, you automatically grant to BLR a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any such material or information (in whole or in part) and/or to incorporate it in other works regardless of form, media, or technology. By making any material or information available through the Services, you also grant to users other than yourself the right and license to access, view, store, or reproduce your material and information for that user's personal, internal use. BLR shall acquire no rights to personal documents that you or authorized parties post to your work area.

3.4 Review of submissions. BLR has no obligation to, and does not and cannot, review every item of material or information that you and users other than you make available through the Services, and BLR is not responsible for any content of this material or information. However, BLR reserves the right to delete, move, or edit any material or information that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any privacy or other rights of any person or entity. Further, BLR reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

3.5 User data. BLR reserves the right to collect and use data about you and your use of the Service for purposes such as, for example, performing statistical analyses to assist us in improving the Service. BLR

further reserves the right to distribute such data in forms that do not identify you individually or reveal your identity. BLR may also distribute such data in forms that identify you individually or reveal your identity to affiliates, partners and to third parties with a contractual relationship with BLR. All such use and distribution shall be in accordance with BLR's privacy policy, which is incorporated herein by reference. Please familiarize yourself with the privacy policy by clicking on "Privacy Policy" (or another similar link) at the bottom of the Services' home pages. Nothing herein shall prevent BLR and its marketing partners from contacting you by e-mail, phone, or direct mail with offers, information, and other communications and all such contact is expressly approved by you. Nothing herein shall prevent BLR from complying with valid requests by governmental authorities investigating civil or criminal matters.

3.6 Copyright, DMCA, takedown claims. If you believe that content posted on or through the website has been used in a manner that constitutes copyright infringement, please provide BLR's Copyright Agent with a written notice to the email or mailing address indicated below that includes the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

BLR's Copyright Agent for notice of claims of copyright infringement is: Brad Forrister, VP Legal, by email at [bforrister@blr.com](mailto:bforrister@blr.com) or by mail to BLR, 100 Winners Circle, Suite 300, Brentwood, TN 37027 [see for designation of agent: <https://www.copyright.gov/dmca-directory>]

#### 4. Fees and Payments; Account Management; Free Trial Use

4.1 Payment terms. If you become a paid or trial subscriber of any of the Services, you will be bound by the payment terms set forth herein. Access to premium areas of the Services requires payment. If you subscribe, you must provide accurate, complete and updated subscriber information. You acknowledge that you will pay BLR all such fees, charges, and applicable taxes for the Services where enrollment in the Services has been made using your credit card or other means, whether made by you personally or by someone else in your household or organization on your behalf. If you enroll in the Services using a credit card, you certify to BLR that you are at least 18 years of age and that you are the cardholder of the credit card, or that you are expressly authorized by the cardholder to enroll in the Services. In any event, you expressly certify and represent that you are not under the age of 13.

4.2 Use of Service. You further acknowledge that your obligation to pay BLR all such fees, charges, and applicable taxes for the Service does not depend on usage of the Service, and that you remain obligated to pay BLR for the Service regardless of whether the Service is used or not. Unless you enroll as part of a free trial, your obligation to pay for the Service begins on the date of your enrollment in the Service, not the date of your first use of the Service. If made available, free trial or free access periods to use the

Service also begin on the date of your enrollment in the free trial for the Service, and not the date of your first use of it.

4.3 Cancellation. You may cancel your monthly or yearly account for the Service during any free trial period or the first 90 days of the subscription period without charge. You may cancel your account for the Service by calling the customer service number located in the customer service area of the Services. General e-mails and other means of notification, including notifying your credit card company or bank that you no longer wish to be a subscriber, will not serve as valid means of cancellation.

4.4 Prices, renewals. The price you pay for a Service is stipulated at the time you enroll in such Service, and are valid for your initial subscription period. BLR reserves the right to change the price after the initial period. Unless other arrangements have been made directly with BLR, MONTHLY AND YEARLY SUBSCRIPTIONS TO THE SERVICE ARE ON A CONTINUOUS RENEWAL BASIS. This means your subscription will automatically renew every month on your monthly enrollment anniversary or the last day of the month if you enrolled on the 29th, 30th or 31st and the current month has no such date. For annual subscriptions, this means every year on your annual enrollment anniversary. Your credit charge or other form of payment will be automatically charged or debited unless you have notified BLR in accordance with Section 4.3 hereof that you wish to cancel the Service. Your subscription renewal will be at the then current price charged for the Service. YOU MUST CANCEL PRIOR TO YOUR SUBSCRIPTION RENEWAL DATE TO AVOID CONTINUED CHARGES.

4.5 Trial subscriptions. Trial subscribers will have access to the Service for their specified trial period, at no charge, and may cancel at any time before the end of the trial period and avoid all charges. Otherwise, if you entered credit card information, your credit card will be charged at the end of the trial period to cover 12 months of subscription, and the premium (if applicable) will be sent to you once your subscription has been paid. Only one free trial subscription will be granted to the same organization in any 12-month period. BLR reserves the right to limit trial subscribers' ability to access certain portions of the Services or to download certain resources. BLR also reserves the right to cancel any trial subscription at any time during the trial.

## 5. Disclaimer of Warranties & Limitation of Liability

5.1 Reference; legal advice. This site is provided as a research and reference tool. Although we make every reasonable effort to ensure that the content and tools provided at this site are useful, accurate, and current, we cannot guarantee that they will be error-free. This site and the information available through it are not intended to constitute legal or other professional advice. HR, Compensation, Safety and Environmental compliance often involves complex decisions requiring the services of competent, licensed professionals; we urge you to obtain such services before making decisions with legal and other professional implications. By using this site, you assume all responsibility for and risk arising from your use of and reliance upon the contents of this site.

5.2 Your risk. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. BLR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE, ANY MERCHANDISE OR SERVICES PROVIDED

THROUGH THE SERVICES, OR ANY LINKS TO OTHER SITES OR SERVICES MADE AVAILABLE ON THE SERVICES.

5.3 As is. THE SERVICES, ALL TOOLS, CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.4 Consequential damages. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL BLR (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES ON THE SERVICE, OR THE SERVICE ITSELF. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT BLR (AND ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY PROVIDERS, OR (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)), IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF BLR (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)) TO YOU EXCEED THE AMOUNT PAID BY YOU TO BLR DURING THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM OF INJURY OR DAMAGE.

## 6. Indemnification

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless BLR (and any of its parents, subsidiaries, affiliates, directors, officers, employees, agents, distributors, Third Party Providers, and licensors (and their respective directors, officers, employees, and agents)) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of your use of the Service or your breach of any provision of this Agreement. BLR reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

## 7. Third Party Content, Third-Party Providers, Advertising and Links

The Services include a number of third party providers of content, technology and other features, including the opportunity for users of the Services to purchase goods or services from third parties ("Third Party Providers"). These are provided for your convenience and are not endorsements by BLR. Neither BLR nor such Third Party Providers make any warranty concerning content, technology, goods or services provided by such Third Party Providers. YOU AGREE THAT ANY RECOURSE FOR DISSATISFACTION OR PROBLEMS WITH THOSE GOODS OR SERVICES WILL BE SOUGHT FROM THE THIRD PARTY PROVIDERS DIRECTLY, NOT FROM BLR.

## 8. Termination

BLR may terminate this Agreement and your use of the Services, or discontinue the Services, at any time. BLR shall have the right immediately upon notice to you to terminate your use of the Services in the event of any conduct by you which BLR, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement or violation of applicable law.

#### 9. Governing Law

This Agreement and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of Tennessee, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of Tennessee in any and all actions, disputes, or controversies relating to this Agreement.

#### 10. General Terms

This Agreement and any policies and rules posted on the Services by BLR constitute the complete and exclusive and final expression of the agreement of the parties with respect to the subject matter hereof. No waiver by either BLR or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of BLR and its successors and assigns. BLR may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by BLR does not relieve you of your obligations under this Agreement.

### **HR Essentials Online Privacy Policy:**

BLR, Inc. respects the privacy of our users. We have created this policy in order to demonstrate our privacy commitment to our users. By coming to a BLR site, you are agreeing to and accepting this Privacy Policy as well as the terms and conditions or other end user agreement for that site. In many instances, you may opt-out of uses of your Identifying Information (defined below) allowed under this Policy, as described at the end of this Policy.

- We will not distribute information that identifies you individually or reveals your identity ("Identifying Information") unless you give your prior approval in response to a request made by BLR or unless distribution of this information is permitted under this Privacy Policy. Your electronic approval will qualify as your consent for this purpose. Postings by you that contain Identifying Information should be done with care as discussion forums and the like are public and may be viewed by all users. You should use caution when deciding to disclose your personal information.
- We may share identifying Information with regulatory or other legal authorities if requested to do so by a court or other government or law enforcement authority.
- We may collect and use information about you and your use of the BLR sites, including Identifying Information, for our own internal purposes such as, for example, analyzing usage of the BLR sites in order to improve them.
- We may use, aggregate and/or distribute information about you and your use of the BLR sites in ways that do not identify you individually or reveal your identity.
- Advertisements, promotional offers, promotional e-mails, "free gifts," and links, for example, on the BLR sites or sent via e-mail or other means from BLR may ask for Identifying Information from you. If you provide this information, your Identifying Information may be provided (either

directly from you or by BLR) to the advertiser or Web site or company making the offer or providing the gift.

- If you are using a co-branded site of BLR and at least one other third party (indicated by the inclusion of another party's name or product/service name either in the URL or site or by the inclusion of a third party's(ies') logos or trademarks in the site), your Identifying Information may be used and/or distributed by BLR pursuant to this Privacy Policy and by the other party(ies) pursuant to this Policy and/or their applicable policy(ies).
- BLR may send users, via e-mail or other means, information relating to BLR sites and/or information on specials, new products and/or promotions from our marketing partners/colleagues. The information described in these messages is intended to be of high interest or value to our users. To choose not to receive such messages, a user can simply click or go to a URL link located in the e-mail or other message, which will remove the user from future mailings. Or, for certain sites a user may edit his/her personal account information, which contains an option on receiving special offers, at any time by clicking the appropriate link on the applicable BLR site.
- Occasionally we make our customer list available to other reputable organizations so you may receive offers you might find interesting. Sporadically we permit carefully selected organizations to advertise in our e-mail publications, let them sponsor product alerts or will sponsor their product offers. To stop receiving such e-mails, follow the unsubscribe instructions in the e-mail or send an e-mail to [Service@BLR.com](mailto:Service@BLR.com) at anytime.
- In the course of our business, BLR might buy or sell sites or assets. In these kinds of transactions, customer information (such as Identifying Information) is usually one of the transferred business assets. In the event that BLR, its parent, subsidiaries, or affiliates is acquired, merged, or otherwise combined with another party, customer information (such as Identifying Information) will be one of the transferred assets.
- BLR may use other companies and persons to perform certain functions for us. These functions might include, for example, processing credit card payments, providing customer service, and sending e-mail. These other companies and persons may have access to customer information (such as Identifying Information) that's needed to perform their functions, but they are not authorized to use it for any other purposes.
- We may share Identifying Information with affiliated companies, business partners and joint venturers, for example, but, we use reasonable efforts to require those companies to honor the confidentiality of such identifying Information.

In order to provide our users with a more complete understanding of how the BLR sites collect and use information from our users, we have provided the following information:

#### Internet Protocol (IP) Address

The BLR sites log IP addresses for systems administration, diagnostic, and site tracking purposes, and to report aggregate information to advertisers. The BLR sites do not link IP addresses to information identifying users individually.

#### Cookies

The BLR sites use files called "cookies" to store usernames, passwords, and other user preferences so that users don't have to re-enter this information each time they use a particular BLR site. You should be aware that advertisers serving ads on the BLR sites may use their own cookies.

We, or a data provider we have engaged, may place or recognize a unique cookie on your browser to enable you to receive customized ads, content or services. No personally identifiable information is placed into these cookies. The cookies may reflect de-identified demographic or other data linked to data you voluntarily have submitted to us, e.g., your email address, in hashed, non-human readable form. To opt-out of these cookies or learn more please go to [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

#### Information Collection

The BLR sites' registration forms ask users to enter contact information (like their e-mail address), general information (like their city, state), and demographic information (like their zip code, age, or income level). The forms also require unique identifiers (username and password) so that users can be verified when they access the BLR sites. The contact information primarily is used to send users e-mails and other information they have requested and other information as stated in this Privacy Policy. The demographic information may be used among other things, to tailor users' experiences at the BLR sites, distribute and show you content that we think you might be interested in, and display site content according to your preferences.

Additionally, emails we send may contain a bit of code known as a "web beacon." This code allows us to understand the time and date of when a user has opened an email and when he/she has utilized a link within the email to visit a website. Our web beacons do not collect personally identifiable information. Users wishing to disable our web beacons should do so by turning images "off" in their email client (e.g., Outlook, Outlook Express). Please see your email client for more information."

Advertisers or Web sites that have links on the BLR sites may collect personally identifiable information about you. The privacy and information practices of those advertisers or Web sites linked to the BLR sites are not covered by this Privacy Policy.

Some BLR websites use VWO web analytics service. These services may record mouse clicks, mouse movements, scrolling activity, as well as text you type in the website. VWO is not using the information to collect any personally identifiable information entered into the website. VWO does not track your browsing habits across websites that are not using these services. Information collected VWO are used on an aggregate basis to improve site usability. You can opt out from these services by visiting their site: <https://vwo.com/opt-out/>

BLR websites also use a service called Lytics, which helps us learn how visitors engage with our site and helps us to improve site experience. Cookies are used to collect information in an anonymous form, and include where visitors have come to the site from and the pages they visited while on our site. The information that is collected is non-personal information including standard internet log information; referring domain; pages visited; geographic location (country only); preferred language used to display the webpage; date and time when website pages were accessed; and details on your behavior within our BLR sites. Lytics cookies are stored on your browser and expire automatically after 365 days.

#### Changes to this Privacy Policy

This Privacy Policy is subject to modification from time to time. You may be notified: (1) in an e-mail sent to the e-mail address you have provided to BLR through the BLR sites, or (2) BLR's posting of a notice for at least 30 days on this Web site or the applicable BLR site that the BLR sites Privacy Policy has been changed. Your continued use of the BLR site after such change shall be deemed your acceptance of such change. If you do not accept such change, you should stop using the BLR site.

#### Opt-Out; Correcting Information

You may opt out of having Identifying Information used for non-essential purposes, disclosed to third parties or used to send promotional correspondence by contracting BLR at the mailing address or email address below. You may also correct information in your registration form by contacting us at the address below. To ensure that your intention in the email is clear, you should include the words "opt-out" and "Identifying Information" in the subject field of such email. If you have any questions regarding this policy, please contact:

Customer Service  
BLR, Inc.  
141 Mill Rock Road East  
Old Saybrook, CT 06475  
[Service@BLR.com](mailto:Service@BLR.com)

### Safety Training Source-Terms of use:

The information contained on this website is for reference purposes only and is not intended to provide legal, technical or other definitive advice. Safety National disclaims all warranties whatsoever.

#### OTIS LMS END USER AGREEMENT

Access to the Otis™ LMS and all training materials, programs, videos, data and other content contained therein (collectively, the "Otis LMS") is provided to you ("User" or "you"), under the terms set forth in this agreement.

1. **Binding Agreement.** Upon clicking on the "YES" button, you are entering into a legally binding agreement with American Safety and Health Institute, Inc. *dba* Health and Safety Institute ("HSI" or "we" or "us") as described below regarding usage of the Otis LMS. Read the terms of this agreement carefully BEFORE clicking "YES". If you do not agree to the terms of this agreement, do not click "YES".
2. **End User Types.** There are two types of Otis LMS users (collectively, "Users"):
  - 2.1 "Student Users" are users who access the Otis LMS for the purpose of viewing and participating in educational training courses and related activities. Student Users are granted access through a unique account identifier (*e.g.* a user account name and password or an encrypted link emailed to you).
  - 2.2 "Administrative Users" are users with a unique account identifier who are employees, agents, independent contractors or volunteers of a Corporate Account. A "Corporate Account" is: (a) a business, agency or other organization having a contract (either written or with digital affirmative assent) with HSI; (b) an approved HSI training center required to maintain compliance with the HSI Training Center Administrative Compliance Manual ("HSI TCAM"); or (c) any other business, agency or other organization having a business relationship with HSI that includes an Otis LMS business account.

3. Account IDs; Account Security; Account Suspension.

3.1 Your account identifier may be provided to you directly by HSI, or it may be provided to you by the HSI partner or HIS training center from which you purchased a training course, if a Student User, or by which you have been asked to act as an Administrative User.

3.2 All User accounts are non-transferable. For Student User accounts, completion certifications will only be issued in one name per user account. For Administrative User accounts, no certifications will be issued as such accounts are to be used for administrative purposes only.

3.3 You are entirely responsible for maintaining the confidentiality of your User account information, including your password and account identifier. Furthermore, you are entirely responsible for any and all activities that occur under your User account. If you become aware of any unauthorized use of your User account or any other breach of security, you agree to notify HSI immediately. HSI will not be liable for any loss that you may incur as a result of someone else using your password or User account, either with or without your knowledge. If HSI or a third party incurs losses due to someone else using your User account or password, you could be held liable for those losses.

3.4 HSI reserves the right to suspend your User account and your access to the Otis LMS immediately at any time and for any reason, including if HSI reasonably believes you are in violation of or are likely to violate the terms of this agreement.

4. Student Usage Rights and Restrictions.

4.1 Access to the Otis LMS is provided to you for your personal educational use. You may not use the Otis LMS or any content contained therein for any commercial purpose or for any purpose that violates any applicable laws or regulations, or that is otherwise prohibited by this agreement.

4.2 You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content obtained through use of the Otis LMS. While using the Otis LMS, you shall not perform any actions, which could interfere with or otherwise adversely affect the proper functioning of the Otis LMS. For example, you may not take any action that imposes, or may impose an unreasonable or disproportionately large load on HSI's infrastructure supporting the Otis LMS.

4.3 You shall not: (a) sell, resell, lease or the functional equivalent, the Otis LMS, or any form of access thereto, to any third party; (b) attempt to reverse engineer either the Otis LMS or any component thereof; (c) attempt to create a substitute or similar service through the use of, or access to the Otis LMS; or (d) remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded in the Otis LMS or any content contained therein.

5. No Student User Refunds. Once a Student User is registered and enrolled, the access fee paid is not refundable or transferable. Once enrolled, it is the sole responsibility of the Student User to complete all courses in which he/she is enrolled prior to expiration of his/her authorized access.

6. Student User Content Uploading Prohibited. In connection with participation in a training course or maintenance of your Student User account information, you are permitted to input to the Otis LMS, personal information and other data relevant to the course you are taking and/or the maintenance of

your Student User account, as applicable. Except as described in the preceding sentence, Student Users may not upload any files, images, data, video or other materials to the Otis LMS.

## 7. Administrative Usage Rights and Restrictions.

7.1 Administrative Users may only use the Otis LMS to perform administrative functions and all use shall be in accordance with the terms of this agreement. Unless otherwise indicated in the terms of the written agreement between the Corporate Account with whom your Administrative User account is identified ("User's Corporate Account") and HSI ("Master Agreement"), your access to the Otis LMS is limited to the following specific administrative functions: (a) enter, review, modify and update training data and User account related data associated with User's Corporate Account; (b) monitor usage of the Otis LMS by lower level Administrative Users and Student Users for compliance with this agreement and, if applicable, the Master Agreement; and (c) upload Materials (as defined below).

7.2 Administrative User accounts may not be used to view training related content for educational purposes, including without limitation, continuing education. If an Administrative User desires to take a class for credit and/or certification, such Administrative User will need to open a separate Student User account.

7.3 Except for Materials uploaded to User's Corporate Account, you shall not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content obtained through use of the Otis LMS.

7.4 You will not use any robots, spiders, scraper data mining or other data gathering or extraction tools or automated means to access or extract information from the Otis LMS for any purpose without prior express written permission from HSI. Additionally, while using the Otis LMS, you shall not perform any action which could interfere with or otherwise adversely affect the proper functioning of the Otis LMS. For example, you may not take any action that imposes, or may impose an unreasonable or disproportionately large load on HSI's infrastructure supporting the Otis LMS.

7.5 You shall not: (a) sell, resell, lease or the functional equivalent, the Otis LMS, or any form of access there to, to any third party; (b) attempt to reverse engineer either the Otis LMS or any component thereof; (c) attempt to create a substitute or similar service through the use of, or access to the Otis LMS; or (d) remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded in the Otis LMS.

## 8. Uploading Material to the Otis LMS (Administrative Users Only).

8.1 HSI may provide Administrative Users with the functional ability to post, submit, upload, embed, display, communicate or otherwise distribute text, data, graphics or other materials ("Material") through the Otis LMS. While HSI is under no obligation to monitor, refuse, move, or remove any Material that is posted, HSI reserves the right to do so in its sole discretion.

8.2 With respect to any such Material, you represent and warrant to HSI that: (a) you own or otherwise have all rights to such Material as may be necessary or required for use of such Material in accordance with the terms of this agreement; (b) all information contained within such Material you provide is true, accurate, current and complete, and does not violate this agreement; and (c) the Material will not cause damage or injury to any person or entity. You shall be solely liable for any

damages resulting from any infringement of patent, copyright, trademark or other proprietary right, or any other harm resulting from such Materials.

8.3 Except as such rights may be limited by the Master Agreement, you hereby grant HSI, its affiliates, licensees and agents a non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully paid, sub licensable and transferrable right and license under all intellectual property, privacy, publicity and other intellectual and industrial property rights in and to the Material which you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit the Materials, in whole or in part, in any format or manner and for any purpose, whether now known or hereafter devised or invented without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

8.4 You agree that you will not post, submit or otherwise distribute any Material that:

- a. includes offensive language, such as profanities and expletives; sexually explicit or pornographic material; hate speech; defamatory, abusive, threatening or harassing speech; or racial, religious or personal attacks of any kind.
- b. infringes any right of HSI or a third party including: (a) copyright, trademark, patent, trade secret or other proprietary rights or contractual rights; (b) right of publicity or privacy (specifically, you must not distribute any other person's personal information of any kind without their express permission); or (c) any confidentiality obligation.
- c. promotes any activity that may be found illegal at the local, state or federal level or any Material that is itself illegal in any way.
- d. includes unauthorized commercial content.
- e. is untrue, inaccurate, or misleading.
- f. encrypted content or content that can be demonstrated to contain encoded messages.
- g. impersonates or misrepresents your connection to another entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content.
- h. contains link(s) to other sites that contain content that falls within the proscriptions set forth above.

9. Customer and Technical Support; System Availability.

9.1 The details of how and when customer and technical support are offered for the Otis LMS vary. You may access the specific terms and conditions regarding customer and technical support for your account in the "Help" section on the specific Otis LMS web pages accessible to you through your account. Such information can be provided to you by a customer support person if you call or email HSI's customer support department.

9.2 Access to the Otis LMS is provided to you through the internet. Service interruptions may occur from time to time and are outside the control of HSI. HSI shall not be liable to you for any loss or liability resulting, directly or indirectly, from delays, inaccuracies, errors, omissions or interruptions of the Otis

LMS for any reason, including, without limitation, due to electronic or mechanical equipment failures, telephone or cable interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, acts of terrorism, or to other like causes.

10. **Content and System Changes.** HSI reserves the right to discontinue, suspend or deny access to the Otis LMS at any time for any reason. HSI also reserves the right at any time for any reason to make any additions, deletions and changes to the Otis LMS, its service offerings or any training program, content function or feature thereof. Training program related content and other content included in the Otis LMS is subject to ongoing review and revision by HSI which may result in gaps in the availability of certain programs and/or content. In some cases, review may result in the discontinuation of a specific program or content. Delays or gaps in program and/or content availability may also arise in connection with the course accreditation and approval process.

11. **Data Storage.** Corporate Accounts and User accounts maybe subject to maximum storage space limitations and maximum bandwidth limitations. You bear all risk of loss for data stored in your User account or otherwise accessed by you through the Otis LMS and you agree that HSI has no responsibility or liability for the deletion of or failure to store any such data.

12. **HSI's Right to Use User Account Data.** You hereby grant to HSI the non-exclusive, limited, non-transferrable right and license to: (a) use the information stored in your User account in connection with providing you access to the Otis LMS and performing related services; (b) share such information with any Corporate Account with which your User account is associated; (c) provide information to the applicable regulatory authorities for any courses you take where HSI is responsible for submitting evidence of completion; and (d) use such information in any manner consistent with HSI's privacy policy (a copy of the privacy policy is available at [www.hsi.com](http://www.hsi.com)). HSI's right to use any Materials you provide is addressed separately above.

13. **Ownership Rights.** All training programs, content, trademarks, service marks, designs, music clips, videos, documentation and other information available to you through the Otis LMS is the property of HSI and its licensors and is protected by copyright, trademark and other intellectual property laws. HSI does not claim ownership of any Materials you post to the Otis LMS. You shall not acquire any rights, title or interest to the Otis LMS, content contained therein or any other intellectual property rights by virtue of your use of the Otis LMS.

14. **Disclaimers.**

14.1 THE OTIS LMS AND ALL CONTENT CONTAINED THEREIN IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND "WITH ALL FAULTS, DEFECTS AND ERRORS". HSI AND ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS AND LICENSORS MAKE NOWARRANTY, GUARANTEE OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR FREE OPERATION OF THE OTIS LMS OR THAT THE OTIS LMS OR ANY CONTENT CONTAINED THEREIN, WHETHER VIEWED ONLINE OR DOWNLOADED TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, WILL BE FREE FROM DATA LOSS, VIRUSES OR OTHER HARMFUL COMPONENTS. NOR DOES HSI OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS OR LICENSORS MAKE ANY WARRANTIES OF ANY KIND AS TO WHETHER THE TRAINING

PROGRAMS OFFERED THROUGH THE OTIS LMS WILL MEET THE SPECIFIC LICENSING OR CERTIFICATION REQUIREMENTS FOR ANY INDIVIDUAL GOVERNMENTAL AGENCY.

14.2 HSI OBTAINS AND GATHERS ITS INFORMATION FROM SOURCES IT CONSIDERS TO BE RELIABLE; HOWEVER, HSI AND ITS SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY WITH RESPECT TO THE SEQUENCE, ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT AVAILABLE IN OR THROUGH THE OTIS LMS, THE RESULTS OBTAINED THROUGH USE, MISUSE OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN SUCH CONTENT OR THROUGH USE OR MISUSE OF THE OTIS LMS.

14.3 YOU AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT ANY EFFORTS BY HSI TO MODIFY THE OTIS LMS WILL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS.

15. **Limitation of Liability.** IN NO EVENT SHALL HSI OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR THE LOSS OF ANTICIPATED PROFITS INCURRED OR SUFFERED BY YOU ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. HSI'S AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF \$50.00 OR THE TOTAL FEES YOU HAVE PAID TO HSI FOR YOUR USE OF THE OTIS LMS, AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND AS THE SOLE AND EXCLUSIVE REMEDY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16. **Indemnity.** You hereby agree to indemnify, defend and hold harmless, HSI, its employees, officers, directors, agents, suppliers and licensors from and against any and all damages, losses, liabilities and costs, including without limitation, reasonable attorneys' fees, arising from your use of the Otis LMS, your user account, your breach of the terms of this agreement.

17. **Governing Law; Arbitration; Waiver of Jury Trial.**

17.1 This Agreement shall be governed by the laws of the State of Oregon excluding its conflict of law provisions.

17.2 In the event of any controversy between you and HSI relating to this Agreement or your use of the Otis LMS, the parties will provide formal notice to the other of the dispute. The parties will attempt to resolve all disputes informally. Any disputes that are not resolved will be submitted to binding arbitration pursuant to the Oregon Uniform Arbitration Act. Arbitration procedure shall be pursuant to the Oregon Rules of Civil Procedure, the parties are free to engage in all discovery permissible under the Oregon Rules of Civil Procedure and any discovery requests or subpoenas may be forced pursuant to ORS 36.675 by petition to the Circuit Court. The parties will agree upon a single arbitrator and, if the parties cannot agree, they will select a neutral third party, who will make a selection from a list comprised of six potential arbitrators, three proposed by each party. The parties expressly waive any right to trial by jury or class treatment of any claim, demand, action or cause of action arising out of or relating to this agreement or the breach thereof. On the application of either party, the award in the arbitration may be enforced by the order of a court of competent jurisdiction. All arbitration proceedings shall be held within Lane County in the State of Oregon.

18. U.S. Government Restricted Rights. If you are accessing the Otis LMS as an employee of or independent contractor for an agency or instrumentality of the United States, the Otis LMS and all related documentation are "Commercial Items," as that term is defined at 48 CFR §2.101, consisting of "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR §12.212 or 48 CFR §227.7202, as applicable. Consistent with 48 CFR §12.212 or 48 CFR §§227.7202-1–227.7202-4, as applicable, the commercial computer software and commercial computer software documentation are licensed to United States government end users (a) only as commercial items and (b) with only the same rights as are granted to all other end users pursuant to the terms and conditions set forth in this Agreement. Unpublished rights are reserved under the copyright laws of the United States.

19. Term; Termination.

19.1 Unless terminated as described below, this Agreement shall remain in effect for as long as you have an active User account. This Agreement may be terminated by HSI for any reason and at any time upon notice to you. This Agreement may be terminated by you for any reason and at any time upon notice to HSI. Any such termination shall not be effective until confirmation by HSI of acceptance of your notice of termination. The effective date of such termination shall be the later of the date provided for account shutoff in HSI's confirmation notice or the date which is 30 days from date HSI received your termination notice, whichever is later. Nothing in this Section shall be deemed to limit or restrict HSI's rights as described in Sections 3.4. and 10.

20.2 This agreement sets forth the entire agreement and understanding between you and HSI regarding your use of the Otis LMS. In the event of a conflict between the terms of this agreement and the Master Agreement, the terms of such Master Agreement shall be controlling.

20.3 There shall be no amendments or modifications to this agreement, except by a written document provided to you by HSI which is affirmatively consented to by you (a document only viewable by you online whether as part of the Otis LMS, as part of your individual training program enrollment or re-enrollment process or whether otherwise sent electronically to your User account is an acceptable form of writing).

20.4 You agree that no joint venture, partnership, employment, or agency relationship exists between you and HSI as a result of this agreement or your use of the Otis LMS.

20.5 Any delay by HSI in enforcing its rights under this agreement or any waiver as to a particular default or other matter shall not constitute a waiver of HSI's rights to the future enforcement of its rights under this agreement

20.6 You shall not assign this agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of HSI, and any such attempted assignment shall be void. HIS shall have the right to freely assign this agreement, and its rights and obligations hereunder without requiring your consent or provision of prior notice to you. Subject to the foregoing, this agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns.

Last Revised: September 8th, 2014.

## TERMS OF USE

### 1. Acceptance Of This Agreement

Your access to and use of this website ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

### 2. Advice

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

### 3. Changes to Website, Software, and Services

HEALTH & SAFETY INSTITUTE reserves the right to;

1. change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that HEALTH & SAFETY INSTITUTE shall not be liable to you for any such change or removal.
2. change, remove, or discontinue any software, service, or promotion (including but not limited to any previsions, parts thereof, licensing, pricing) as advertised on this website at any time without notice and you confirm that HEALTH & SAFETY INSTITUTE shall not be liable for any such change or removal.
3. change or discontinue any promotional discount vouchers or coupon codes at anytime with notice and you confirm that HEALTH & SAFETY INSTITUTE shall not be liable for any such change or removal.
4. change this Agreement at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

### 5. Links to Third Party Website's

The Website may include links to third party website's that are controlled and maintained by others. Any link to other websites is not an endorsement of such website's and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

### 6. Copyright

The Intellectual Property Rights in this website and the materials on or accessible via it belong to 'HEALTH & SAFETY INSTITUTE' or its licensors. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way (save to the extent strictly necessary for, and for the purposes of, accessing and using this website).

'HEALTH & SAFETY INSTITUTE' and the HEALTH & SAFETY INSTITUTE Logo are trademarks which belong to 'HEALTH & SAFETY INSTITUTE' and they may not be may not be used, copied or reproduced in any way without written consent from 'HEALTH & SAFETY INSTITUTE'.

For these purposes "Intellectual Property Rights" includes the following (wherever and when

ever arising and for the full term of each of them): any patent, trade mark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in any country, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered or registrable) and registrations of and applications to register any of them.

#### 7. Limitation Of Liability

The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, HEALTH & SAFETY INSTITUTE will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

HEALTH & SAFETY INSTITUTE makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of HEALTH & SAFETY INSTITUTE for death or personal injury as a result of the negligence of HEALTH & SAFETY INSTITUTE or that of its employees or agents.

#### 8. Indemnity

You agree to indemnify and hold HEALTH & SAFETY INSTITUTE and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against HEALTH & SAFETY INSTITUTE arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

#### 9. Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

#### 10. Applicable Law and Dispute

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be England.

## 11. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

## 12. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

HEALTH & SAFETY INSTITUTE reserves the right to add, delete, or modify any provision this Agreement at any time without notice.

## **Distracted Driving Terms of Use:**

### TERMS & CONDITIONS

Please review these terms and conditions and the [Privacy Policy](#), which govern your use of On Q's driving courses, any learning management systems, and any websites or online resources offered or operated by DST, Inc. (dba On Q Safety) ("ON Q") (each referred to individually and collectively as a "Site"). If you do not agree to be bound by these terms and conditionals, On Q's User License or any other On Q terms of use, you must not use any course or any Site.

PLEASE REVIEW THE FOLLOWING CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THESE TERMS AND CONDITIONS CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN A JURY OR ANY OTHER COURT PROCEEDING, OR CLASS ACTION OF ANY KIND.

### COPYRIGHTS

The Site and all presented materials, including images and courses and videos, are © 2018 DST, Inc. ("ON Q"). Viewing this Site may create a copy of ON Q materials in your computer's random access memory and/or in your hard drive and/or in your proxy server.

### USE LICENSE

ON Q grants you permission to view this Site for your own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth in this agreement. You may not modify, copy (except as set forth in the preceding sentence), distribute, transmit, display, perform, publish, license, create derivative works from, transfer or sell any information, material, software, products or services from this Site. Your use of this Site constitutes your agreement and acceptance without modification of the notices, terms and conditions set forth herein. In addition, as a condition of your use of this Site, you represent and warrant to ON Q that you will not use this Site for any purpose that is unlawful, immoral or prohibited by these terms, conditions and notices. If you do not agree and accept without modification the notices, terms and conditions set forth herein, do not use this Site. Other than this agreement and agreements between you and ON Q relating to the sale of courses or services to you through this Site, ON Q will not enter into any agreement with you or obligation to you through this Site and no attempt to create such an agreement or obligation will be effective.

## TRADEMARKS

The trademarks, service marks and logos (the “Trademarks”) used and displayed on this Site are registered and unregistered Trademarks of ON Q and others. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site, without the prior written permission of the Trademark owner. ON Q aggressively enforces its intellectual property rights to the fullest extent of the law. The name On Q Safety and other trademarked names, logos and the other ON Q intellectual property may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this Site, without prior written permission from ON Q. ON Q prohibits use of the ON Q logo as part of a link to or from any site unless establishment of such a link and use of the ON Q logo is approved in advance by ON Q in writing. Fair use of ON Q’s Trademarks requires proper acknowledgement. Other product and company names mentioned in this Site may be the Trademarks of their respective owners.

## PROHIBITED CONDUCT

In connection with your use of this Site, you may not:

- “harvest” (or collect) information from this Site using an automated software tool or manually on a mass basis (unless we have given you separate written permission to do so). This includes, for example, information about other users of the Site and information about the offerings, products, services and promotions available on the Site,
- use automated means to access the Site, or gain unauthorized access to the Site or to any account or computer system connected to the Site,
- “stream catch” (download, store or transmit copies of streamed content),
- obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you,
- “flood” the Site with requests or otherwise overburden, disrupt or harm the Site or its systems,
- circumvent or reverse engineer the Site or its systems, or

- restrict or inhibit another user or users from using and enjoying this Site. In addition, if you post something to this Site, such as comments or other content, you may not post anything that:
- infringes any third-party intellectual property right (such as copyrights),
- is defamatory (i.e., something that is negative and untrue about another person or entity),
- divulges another person's or entity's confidential or private information or trade secret,
- is fraudulent, unlawful, threatening, harassing, abusive, obscene, or discriminatory,
- encourages criminal conduct,
- advertises or solicits business for products or services other than those that are offered and promoted on this Site, or
- contains any virus, malware, spyware or other harmful content or code.

#### LINKS TO THIRD PARTY SITES

This Site may contain links to Sites owned or operated by parties other than ON Q. Such links are provided for your reference only. ON Q does not control outside Sites and is not responsible for their content. ON Q's inclusion of links to an outside Site does not imply any endorsement of the material on the Site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does ON Q's inclusion of the links imply that ON Q is authorized to use any trade name, trademark, logo, legal or official seal or copyrighted symbol that may be reflected in the linked Site.

#### MAPS AND APIS

This site uses the third-party maps and APIs. By using this site, you are bound by such third party's Terms of Service for the use of any such incorporated functionality.

#### CONTACTING US

If you have any questions about this agreement, please call us at 1-800-355-0576 or use the contact us page at [www.onqsafety.com](http://www.onqsafety.com). Although ON Q will in most circumstances be able to receive your e-mail or other information provided through this Site (including, without limitation, service requests and other submissions), ON Q does not guarantee that it will receive all such e-mail or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such e-mail or other information. Be aware that Internet e-mail typically is not secure.

#### SUBMISSIONS

ON Q is pleased to hear from its customers and visitors to its website regarding its products and services. If you send or submit any information or material (e.g., postings to chat boards, e-mails, submissions to contests, or "before and after" pictures and/or commentary) to ON Q (the "Submissions"), the Submissions shall be deemed, and shall remain, ON Q's property. The Submissions shall not be subject to any obligation of confidentiality on the part of ON Q and ON Q shall not be liable

for any use or disclosure of the Submissions. By providing the Submissions to ON Q, you agree that ON Q has the right to publish the material for any purpose, and in any medium, including, but not limited to, advertising and promotional purposes. You represent that any Submissions posted or otherwise submitted by you to the Site is original to you and that you have the right to grant us these rights.

Please do not send us your ideas for our business. We are always thinking and creating, and we may have similar ideas of our own. To avoid any disputes between us relating to ideas that you have submitted to us you agree that, if you send us your ideas, you are giving us the right to use them, and you waive and release us from claims that we have used your ideas without your permission.

#### COPYRIGHT INFRINGEMENT NOTICES

If you are a copyright owner who believes in good faith that your copyrighted material has been reproduced, posted or distributed on this site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to ON Q, Attn: General Counsel, ON Q, 9690 S 300 W, Sandy, UT 84070 or by email to [ted@onqsafety.com](mailto:ted@onqsafety.com). Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms of Use or on the Site.

#### SUSPENSION OR TERMINATION OF ACCESS

We have the right to deny access to, and to suspend or terminate your access to, the Site, or to any features or portions of the Site, and to remove and discard any content or materials you have submitted to the Site, at any time and for any reason, including for any violation by you of these terms and conditions. In addition, we have a policy of terminating the Site usage privileges of users who are repeat infringers of intellectual property rights. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the terms and conditions that were in effect as of the date of your suspension or termination.

## GENERAL

You agree that this agreement and your use of this Site are governed by the laws of the State of Utah, USA. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this agreement is at your own.

## DISPUTE RESOLUTION AND ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) SCOPE OF THE ARBITRATION AGREEMENT.

Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both you and ON Q agree that any legal dispute or claim between you and ON Q arising out of, relating to or concerning this Site and/or this agreement, any communications between you and ON Q, or your participation in any other program or service provided by ON Q, shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. However, either you or ON Q may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term “dispute” means any dispute, action, claim, or other controversy between you and ON Q, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

## INFORMAL DISPUTE RESOLUTION.

Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to ON Q at 9690 S 300 W, Sandy, UT 84070, Attn: Legal Department, or (2) to you at the postal address on file with ON Q. Both you and ON Q agree that this dispute resolution procedure is a condition precedent, which must be satisfied before initiating any arbitration against the other party.

## RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT.

You may opt out of this Arbitration Agreement within the first 30 days after making use of this Site and/or participating in a program or service of ON Q. You also may opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email to ON Q at [orders@oldmillbrick.com](mailto:orders@oldmillbrick.com) or by sending a letter to 9690 S 300 W, Sandy, UT 84070, Attn: Legal Department. You should include your printed name, mailing address, and the words “Reject Arbitration.”

## GOVERNING LAW AND OTHER TERMS.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the State of Utah will govern without regard to principles of choice or conflicts of law. ON Q will provide notice of any material changes to this Arbitration Agreement. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver.

You agree that ON Q may at any time change the terms, conditions and notices under which this Site is offered. Such changes will be effective when posted. By continuing to use the Site after we post any such changes, you accept the terms and conditions as modified. We reserve the right to make changes to, or to suspend or discontinue (temporarily or permanently), this Site or any portion of this Site. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance.

You agree that no joint venture, partnership, employment or agency relationship exists between you and ON Q as a result of this agreement or your use of this Site. ON Q's performance of this agreement is subject to existing laws and legal process and nothing contained in this agreement is in derogation of ON Q's right to comply with law enforcement requests or requirements relating to your use of this Site or information provided to or gathered by ON Q with respect to such use.

The communications between you and us via this Site use electronic means, whether you visit this Site or send us an email, or whether we post notices on this Site or communicate with you via email. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

This agreement, the privacy statement located on our Site, and any terms of sale constitute the entire agreement between you and ON Q with respect to this Site. This agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ON Q with respect to this Site. Any alleged waiver of any breach of this agreement shall not be deemed to be a waiver of any future breach. A printed version of this agreement and/or of any notice given by ON Q in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement or your use of this Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by ON Q in printed form.

If any provision of these terms and conditions is found to be illegal or unenforceable, the remainder of these terms and conditions shall continue to be fully valid, binding, and enforceable. These terms and conditions are not intended to benefit any third party, and do not create any third-party beneficiaries. Accordingly, these terms and conditions may only be invoked or enforced by you or us.

Effective Date: August 1, 2018

On Q Safety and logo are registered trademarks of DST, Inc.

## **Distracted Driving - YOUR PRIVACY RIGHTS**

ON Q respects the privacy of customers and visitors to our websites and learning management systems, which may be accessed at onqsafety.com, evoc101.com, streetsmarts101.com and other sites and are governed by the [Terms & Conditions](#).

This policy governs the collection of information at the websites that link to it, as well as any information we may receive about you. For purposes of this policy, our website includes by definition, any web pages, interactive features, applications, widgets, blogs, social networks, social network “tabs,” or other online or wireless offerings that post a link to this policy, whether accessed via computer, mobile device or other technology, manner or means.

While offering our website users the advantages and convenience of web-based technologies, we also strive to employ practices that ensure information collected about our customers and visitors is used conscientiously and appropriately.

This policy does not apply to information that you may provide to us, or that we may obtain, other than through our website, such as over the phone, by mail, or in person.

### **WHAT INFORMATION IS COLLECTED ON ON Q'S WEBSITE?**

We collect personal information such as your contact information (e.g., name, e-mail address, log-in information) and billing information, when necessary (e.g., payment card number). When submitting personal information on an online form, we will identify which fields are required in order to fulfill your request. Additionally, our web server automatically collects click-stream information such as the address

(or “URL”) of the website that you came from before visiting our site, which pages you visit on our site, which browser you used to view our site and any search terms you have entered on our website.

While shopping or visiting our website, we may ask that you provide certain information. For example, we request personal information when you purchase products or services, sign up for our newsletter, participate in a contest or survey or contact ON Q with a question or concern.

#### HOW DOES ON Q USE THE INFORMATION COLLECTED?

We use the information you provide in order to fulfill requests for products, services or information and measure and improve the effectiveness of our website, our marketing endeavors or our products or services.

#### HOW DOES ON Q PROTECT CUSTOMER INFORMATION?

While we endeavor to protect the security and integrity of sensitive personal information collected on our website, due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that any information, during transmission through the Internet or while stored on our system or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers.

#### DOES ON Q USE “COOKIES” AND OTHER TRACKING TOOLS?

We use technologies on our website to prevent fraud, improve security, assess website performance, deliver content to you that is relevant to what you view on our website and elsewhere on the web, and provide you with enhanced functionality.

A cookie is a small data file that a website may send to your browser and that may then be stored on your device. Our website uses cookies to simulate a continuous connection. Our cookies let us identify you when you use our website and “remember” information about your preferences and past visits, and allow you to move within areas of our website without reintroducing yourself. Most browsers can be set to detect cookies and give you an opportunity to reject them, but refusing cookies may, in some cases, inhibit or preclude your use of our website or its features. To learn more about the use of cookies, including how to manage or delete them, [click here](#). HTML (the language some websites are coded in) may be used to store information on your computer or device about your website usage activities. This information can be retrieved by us to determine how our website is being used by our visitors, how it can be improved, and to customize it for our users.

A pixel tag (also known as a “clear GIF” or “web beacon”) is a tiny image – typically just one-pixel – that can be placed on a Web page or in our electronic communications to you in order to help us measure the effectiveness of our content by, for example, counting the number of individuals who visit us online or verifying whether you’ve opened one of our emails or seen one of our web pages.

Our website may also use other technologies to track which pages on our website our visitors view. This non-identifiable click-stream data helps us understand how visitors use our website. Our web server automatically collects the address of the website that you came from before visiting our website, which browser you used to view our site and any search terms you have entered on our site. Among other things, this information enables Google to generate analytics reports on the usage of our website.

#### DOES ON Q USE THIRD PARTY SERVICE PROVIDERS?

Our website may use third party service providers to serve ads, send e-mails and analyze website traffic on our behalf. These companies may use technologies similar to those outlined above to measure the effectiveness of ads and e-mails. They may also use information about your visits to this and other websites so that we can provide advertisements about goods and services of interest to you. For this purpose, we may also provide these third-party service providers anonymous information about your site navigation and purchases.

#### WILL ON Q DISCLOSE THE INFORMATION IT COLLECTS TO OUTSIDE PARTIES?

ON Q does not sell, trade, or rent your personal information to outside parties. In addition to the kinds of information sharing you might expect, such as displaying what you voluntarily post to public areas on our website, we may share your information:

- when we believe in good faith that disclosure is necessary to protect our rights or property, protect your safety or the safety of others, investigate fraud or respond to a government, judicial or other legal request, or to comply with the law;
- with credit bureaus, such as late payments, missed payments, or other defaults on your account; and
- in connection with a corporate change or dissolution, including for example a merger, acquisition, reorganization, consolidation, bankruptcy, liquidation, sale of assets or wind down of business.

Also, ON Q may provide aggregate statistics about our customers, sales, traffic patterns and related site information to reputable third-party vendors, but these statistics will not include your name or contact information.

#### WHAT ARE THE INFORMATION POLICIES OF DATA COLLECTED ON SOCIAL MEDIA PAGES AND FEATURES?

We may maintain presence on several social networking and blogging platforms and we also incorporate some third-party social networking features onto our website. Through these platforms and features, we receive some personal information about you and your use of social media. This Privacy Policy applies to that information as well. In addition, third party social networking platforms have their own privacy policies that explain how the third parties that provide them will use and protect your information. In accordance with those policies (and your privacy settings within your social networking

accounts) information about your activities on our website (such as “MaryJane ‘likes’ our brick”) may be published to your social network.

#### HOW MAY CUSTOMERS REVIEW THEIR INFORMATION OR REQUEST A CHANGE OF INFORMATION?

Requests to change or review information may be sent to us using the contact information below.

#### HOW CAN CUSTOMERS OR VISITORS BECOME INFORMED ABOUT CHANGES TO THE PRIVACY POLICY STATEMENT?

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. In some cases (for example, if we significantly expand our use or sharing of your personal information), we may also tell you about changes by additional means, such as by sending an e-mail to the e-mail address we have on file for you. In some cases, we may request your consent to the changes.

#### YOUR CALIFORNIA PRIVACY RIGHTS

Under California Law, California residents have the right to request in writing from businesses with whom they have an established business relationship, (a) a list of the categories of personal information, such as name, email and mailing address and the type of services provided to the customer, that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third parties’ direct marketing purposes and (b) the names and addresses of all such third parties. To request the above information, please contact us at [orders@oldmillbrick.com](mailto:orders@oldmillbrick.com). We will respond to these requests within thirty (30) days. Requests that come by other means may result in a delayed response.

#### HOW DO I CONTACT ON Q?

Please visit our website [onqsafety.com](http://onqsafety.com)

Effective Date: August 1, 2018

## Office Ergonomics Solutions

# PRIVACY STATEMENT FOR ENVIANCE ERGONOMIC SOFTWARE SERVICES

Enviance is located at:

One Harbor Drive, Suite 200

Sausalito, CA 94965

USA

Tel: + 1-415-332-6433

Fax: + 1-415-331-3864

Date: September 16, 2002

Last Revised: October 1, 2017

To see the previous version of this policy, [click here](#)

### 1. INTRODUCTION AND SCOPE

Enviance, Inc. (“Enviance”, “we”, “us”, or “our”) operates a suite of software-based services that assist our Customers in increasing awareness of and managing ergonomics within their organizations. The "Service" collectively refers to these ergonomic management software applications operated and maintained by Enviance (such as the Office Ergonomic Suite or “OES” and Case Manager) to which our Customers, generally your employer or an affiliate of your employer, subscribe pursuant to an agreement with Enviance (“Customer Agreement”). This statement discloses Enviance’s privacy practices related to the Service, including how and what information we collect and how we use, transfer, and share that information in the operation and use of the Service and what choices you may have in relation to this information.

“Data” refers to digital information that is submitted to the Service by or on behalf of our Customers in their use of the Service. Data does not include (i) data we may collect from visitors to our public facing websites, (ii) information we may receive from our Customers not for purposes of submitting to the Service, or (iii) data we may receive from unaffiliated third parties about our Customers or prospective customers, vendors, service providers, professional advisors, consultants and other third parties in the

course of doing business. "Customer" refers to the entity that has subscribed to the Service pursuant to a Customer Agreement for which we process Data in providing the Service. "end users" refers to individual end users of the Service authorized by our Customers to access and use the Service. End users are generally employees of the Customer. "You" and "your" refer to Customers and their authorized end users using the Service. "Personal Data" refers to Data that identifies, or when combined with other data, can be used to identify an individual person.

In general, when processing Data to provide our Services, Enviance does so only on behalf of the Customer and in accordance with their instructions. This means that if you want to exercise your rights under this Privacy Statement (e.g. to request your personal information to be corrected or amended), you should first contact the Customer (who is generally your employer) with your request. We will then help them to fulfil that request in accordance with their instructions and applicable law.

## 2. DATA THAT WE COLLECT

Enviance collects your Data such as: your name, employee identification number, telephone, e-mail address, work location, department and division, supervisor data, job and equipment characteristics (e.g., type of computer used, type of computer, work performed, etc.), ergonomic factors (e.g., work area layout, chair adjustment, body posture, etc.), dates of assessments, reassessment and corrections, and other Data submitted by you or your organization's ergonomics administrators or otherwise collected by us as described in this Statement. Location Data we collect is intended to pertain to your work location, not your personal or home location. This Data may be general, indicating the address and name of the facility where you principally work and may also include more specific indication of your assigned work location such as your office location or cubical number. Such Location Data is only collected on behalf of the Customer to provide the Service.

We also collect other technical and meta-data such as sign-on information, time and date of your activity within the Service, statistics on usage of Service web pages, your device's IP address, information about your computing environment and equipment you use, information about how you are interacting with your computing device and the Service, and traffic to and from the Service (including Data about you whenever you interact with the Service, such as when you search, click on links, send messages, make comments, replies or queries, and select best replies). From your device's IP address, the general geographical location of the device may be able to be ascertained.

## 3. HOW WE COLLECT DATA

Enviance collects Data in four main ways through the Service:

- Data we prompt or allow you to manually submit to the Service;
- Data we prompt or allow a Customer-designated administrator within your Customer account to manually submit, which may include Personal Data of others within the Customer's organization;
- Data we collect automatically such as technical and performance information and meta-data;
- Data we receive in bulk from our Customer, for example lists of end user Data, that is uploaded into the Service by the Customer with or without our assistance.

### Manually Entered Information

Data is received and processed by us as a result of Customer's use of the Services when end users input or upload information into the Service. For example, end users may receive and answer questionnaires about matters relating to their ergonomic condition, habits, and environment such as monitor type and positioning and frequency of rest breaks as well as questions about the performance of the Service itself. End users with ergonomic management or administrative roles may submit reports to the Service about Customer personnel. In some cases, information is submitted to the Service by the Customer or by us at the Customer's request in bulk through the use of data uploading tools.

### Automatically Collected Information

We also collect information automatically through the Service. This information consists of technical information to assist in the functionality of the Service such as the browser type you are using to access the Service. It also collects Data about how you interact with the Service such as the speed and timing of completion training content, bookmarking of progress through content, times logged in and out and other web statistics.

### Use of Cookies and Similar Means to Collect Data

The Service sets and uses cookies, which are small amounts of data the Service stores on your computer's hard drive that allow certain functionality of the Service. These are session cookies, meaning they persist on your device until you close your browser. Cookies can be manually deleted or refused through your browser settings. However, bear in mind that the cookies are strictly necessary in order to provide the Service and so you will not be able to use the Service without permitting their use. Cookies do not themselves store information that identifies you, but they are used in a manner that they can be associated with you.

## Use of RSIGuard to Collect Data

RSIGuard is a locally installed software application licensed by Enviance to companies that assists the application's end user in managing and improving their ergonomic habits and minimizing ergonomic risk. RSIGuard locally and automatically collects system information and interactions by the user with their computer that relate to ergonomics. For example, RSIGuard can automatically detect monitor type and settings and certain sequences and speeds of keystrokes that tend to cause ergonomic strain. Certain Customers license RSIGuard in conjunction with a subscription to the Service in a manner that the Service automatically collects Data collected by RSIGuard to allow greater granularity and centralization of information and reporting regarding ergonomics within the Service. However, if you have installed and run RSIGuard on your computer, it does not necessarily mean your installed copy of RSIGuard is connected to the Service.

## 4. PURPOSES OF COLLECTION AND USE OF DATA

Our collection and use of Data is for the following purposes:

- To operate, maintain, and deliver the Service;
- To analyze, prevent, and address any Service or technical problems and to improve the Service;
- To respond to a Customer's request or instructions, or to provide Customer service or support;
- For any other purpose provided for in the Customer Agreement, or as otherwise authorized by the Customer; and
- To comply with applicable law.

In operating and providing the Service, we act as a data processor for our Customers who are acting as data controllers with respect to the Data. As data controllers, our Customers are responsible for ensuring (i) their end users receive proper notice of Customer's privacy practices, and (ii) Data is obtained in accordance with all applicable laws. If a Customer's end user has any questions or concerns related to the handling of Data in the Service, the end user should first contact the Customer (generally, the end user's employer) who can relay the request to us as necessary.

## 5. SHARING YOUR DATA

We do not sell or lease Data to any third parties; however, we may share Data with third-parties as follows:

- Within our affiliate group of companies (i.e. companies that control, are controlled by, or are under common control with Enviance);
- With agents, consultants, service providers and subcontractors that assist us in operating, maintaining and developing the Service such as hosting, security, back-up, ancillary professional services, and similar purposes;
- With a court or government agency if required to do so by law in order to, for example, respond to a subpoena or request from law enforcement, in which case we will, to the extent permitted by law, attempt to refer such requests to the Customer.

Additionally, the Service shares your Data with other end users of the Service within your same Customer account who have been granted permission by our Customer to view your Data. The Service enables, but does not designate such permissions.

## 6. INTERNATIONAL TRANSFERS

Enviance is headquartered in the United States. The primary servers for hosting the Service and processing your Data are located in the United States. Data collected outside the United States, including in the European Economic Area ("EEA"), is transferred to and stored on servers in the United States. We also employ service providers located in the U.S. and in countries outside of the U.S. to whom we may provide access to Data where necessary or advisable to maintain the Service. Where required, we put in place a solution to ensure that Data transferred outside of the EEA is subject to "adequate" protection. We will also process your Data in accordance with this privacy statement wherever it is processed.

## 7. ACCESS & ACCURACY

The Service has features that allow its users to correct or revise certain Data. For example, the Service generally provides you with a reasonable means to view and change your profile information. However, if you have any questions or concerns about the processing of your Data or you seek to access, correct, amend, or delete your Data, you should first contact our Customer for whom you are an end user (the data controller) directly and read their privacy policy. If the Customer asks us to take action with respect to your Data, we will do so in accordance with our Customer Agreement with them.

Customers wishing to contact us regarding Data processing or the Service, you may do so via the following contact information:

Enviance, Inc.

Attention: Client Manager for: [Your Company's Name]

By mail:

5780 Fleet St, Suite 200, Carlsbad, CA 92008

By email:

privacy@enviance.com

## 8. CHOICE

Certain Customers may have enabled features in the Service that request your consent or provide customized notifications or consent options relating to the collection of your Data through the Service. If you have already started to use the Service and have questions about whether such consent options apply to your use of the Service, you may contact the Customer (generally your employer) directly. We will then assist the Customer in accordance with their instructions and applicable law.

## 9. SECURITY

Enviance employs appropriate technical and organizational measures to protect Data generally and as required by the Customer Agreement. Your user account within the Service is password-protected. We recommend that you adhere to the following guidelines to help protect your Data:

- Do not tell anyone your password. If your password has been compromised for any reason, you should immediately change your password.
- When you are done using the Service for a session, you should immediately logout and close your browser window.

No data transmission over the Internet can be guaranteed to be 100% secure. Although we take measures to secure your Data, Enviance cannot ensure or warrant absolute security of Data you submit to the Service and therefore you assume risk of unauthorized Data loss and access in doing so.

## 10. DATA RETENTION

Data retention is governed by the Customer Agreement or our internal data retention policies or both. However, we typically retain Data for a Customer through the term of subscription to the Service and, within a reasonable time thereafter, we deliver Data to the Customer if requested and then delete or irreversibly scramble the Data. Additionally, Some Data may be archived to meet legal requirements, to provide evidence in cases of litigation, or if otherwise required by law.

## 11. CHILDREN'S PRIVACY

The Service is not directed to children under 16 years of age and Enviance does not knowingly collect Personal Data from children under the age of 16. If we learn that we have Personal Data of a child under the age of 16, we will delete that information from our systems. By sending us any Personal Data, you are confirming that you are 16 years of age or older.

## 12. OTHER WEBSITES

Links to third party websites may exist in the Service. Enviance is not responsible for such third party websites. You are advised to check the privacy policies or statements of those sites before providing information to them.

## 13. COMPLIANCE ISSUES; CONTACTING US

If you believe your Data has been used in a way that is not consistent with this statement, or should you have further questions related to this Privacy Statement, please contact us by e-mail at [privacy@enviance.com](mailto:privacy@enviance.com). Written inquiries may be addressed to Privacy Administrator, Enviance, Inc. 5780 Fleet St, Suite 200, Carlsbad, CA 92008.

## 14. CALIFORNIA - DO NOT TRACK DISCLOSURES

We do not collect personally identifiable information from users across third party sites or applications. We do not knowingly enable other parties to collect personally identifiable information about our end user's activities over time and across different sites or services.

## 15. UPDATES TO THIS STATEMENT

We may amend this Privacy Statement from time to time in our sole discretion. If we make any changes to this Statement, we will post the Statement as amended here and update the "Last Revised" date above.

# Office Ergonomic Solutions - Terms of Use

USE OF NAME AND TRADEMARKS. You shall not use the name, trade names or trademarks of Remedy Interactive in any advertising, promotional literature or any other material distributed to any third party, whether in written, electronic or other form.

SUPPORT; UPDATES. Remedy Interactive is not obligated to provide any support, updates or new releases of the Software. If you wish, you may contact Remedy Interactive and report problems and provide suggestions regarding the Software, but Remedy Interactive has no obligation whatsoever to respond in any way to such a problem report or suggestion. Remedy Interactive may make changes to the Software at any time, without any obligation to notify or provide updated versions of the Software to you. The terms of this Agreement will govern any updated versions of the Software provided to you unless Remedy Interactive indicates otherwise.

TERM OF AGREEMENT. This Agreement and your license rights start on the date you accept this Agreement and will continue until terminated. The license will terminate immediately without notice to you if you fail to comply with any of the limitations or restrictions described herein. In addition, Remedy Interactive may terminate this Agreement for any reason or no reason upon thirty (30) days' notice. Upon any termination, you agree to immediately cease all use of the Software and destroy all copies, full or partial, of the Software.

WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND REMEDY INTERACTIVE EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE. Some jurisdictions do not allow the exclusion of implied warranties, so the above disclaimer may not apply.

LIMITATION OF LIABILITY. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT SHALL REMEDY INTERACTIVE BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL THEORY FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OR INACCURACY OF DATA, INTERRUPTION OF BUSINESS, COST OF SUBSTITUTION OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF REMEDY INTERACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE LIABILITY OF REMEDY INTERACTIVE EXCEED ONE U.S. DOLLAR. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above exclusion may not apply.

U.S. GOVERNMENT END USERS. The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

OTHER CHARGES. You are responsible for and agree to pay any applicable foreign or domestic taxes or duties of any kind which may be imposed by any governmental entity on the transactions contemplated by this Agreement, excluding U.S. taxes based solely on Remedy Interactive's income.

CHOICE OF LAW; VENUE. You agree that the laws of the State of California, U.S.A., without any regard to conflicts of laws provisions, will apply to all matters relating to this Agreement or the Software, and you agree that any litigation will be subject to the exclusive jurisdiction and venue of the state and federal courts located in the Northern District of California. The prevailing party in any action is entitled to receive its costs and expenses, including reasonable attorneys' fees, incurred in that action, in addition to any other relief it may receive.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and Remedy Interactive regarding the Software and supersedes all other prior or contemporaneous communications, negotiations, understandings, agreements or representations, either written or oral, if any.

AMENDMENT. This Agreement may not be modified except by notice to you from a duly authorized representative of Remedy Interactive.

SEVERABILITY. If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.

NO WAIVER. The waiver by Remedy Interactive of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

NO ASSIGNMENT. You may not assign or otherwise transfer this Agreement or any of your rights hereunder, by agreement, operation of law or otherwise. Any purported assignment or transfer will be null and void.

## WORKERS COMP KIT

### Privacy Policy

Last modified: April 2, 2018

#### Introduction

SAFETY NATIONAL CASUALTY CORPORATION ("Company" or "We") respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website Safety National Workers Comp Kit ([www.workerscompkit.com](http://www.workerscompkit.com)) (our "Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.
- Through mobile and desktop applications, you download from this Website, which provide dedicated non-browser-based interaction between you and this Website.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Company or any third party; or
- any third party, including through any application or content (including advertising) that may link to or be accessible from the Website;
- or information you provide to the Company through the underwriting process.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your

continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

#### Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- by which you may be personally identified, such as name, e-mail address, company name, and industry;
- about your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies.

Information You Provide to Us. The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website. We may also ask you for information when you report a problem with our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of your use of our Website.
- Your search queries on the Website.

Information We Collect Through Automatic Data Collection Technologies. As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical data and may include personal information but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices About How We Use and Disclose Your Information.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

### Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see Choices About How We Use and Disclose Your Information.

### How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

#### Disclosure of Your Information

We will never disclose your information to third parties, including our affiliates.

#### Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting the My Account page.

#### Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

#### Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email

to the email address specified in your account. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

#### Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at: [services@sncce.com](mailto:services@sncce.com).

## Workers' Comp Kit - Terms of Use

#### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Safety National Casualty Corporation ("Company", "we" 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 Workers Comp Kit, including any content, functionality and services offered on or through the Workers Comp Kit (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 when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [www.workerscompkit.com](http://www.workerscompkit.com), incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to Safety National clients. 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.

#### 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:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

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 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.

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 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 so that others are not able to view or record your password or other personal information.

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

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for administration of your company's workers' compensation program. 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.

- You may download and distribute materials from the Website for use in administration of your company's workers' compensation program.

You must not:

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [services@sncce.com](mailto:services@sncce.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. 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.

#### Trademarks

The Company name, the terms "Workers' Comp Kit," and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

#### 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 [services@sncrc.com](mailto:services@sncrc.com) immediately. It is the policy of the Company to terminate the user accounts of repeat infringers.

#### Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, 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.

#### 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 link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

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, 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.

## Geographic Restrictions

The owner of the Website 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.

## Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

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

## Limitation on Liability

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 and Privacy Policy 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 [services@sncce.com](mailto:services@sncce.com).

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [services@sncce.com](mailto:services@sncce.com).

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