

www.dickensoninsurance.com
Terms of Use
DICKENSON & ASSOCIATES, LLC
October 3_, 2019

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IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SERVICE. WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME, WHEREOF WE WILL PROVIDE NOTICE ON OR THROUGH THE SERVICE. YOUR CONTINUED USE OF OUR SERVICE THEREAFTER CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS.

LICENSE

We hereby grant you a limited, personal, non-exclusive, revocable license to use and/or download and install our Service on your device, subject to the Terms of this Agreement. You may not: (i) transfer or sublicense the Service to anyone else; (ii) copy, modify, or distribute our Service; (iii) reverse engineer, decompile, or create derivative works of the Service; (iv) use more than one account per individual; or (v) use the Service in any unlawful manner or in a manner inconsistent with these Terms. For more information regarding the proper use of our Service, see the section below entitled “General User Conduct.”

YOUR IDENTITY

You may not create or use an account on the Service for anyone other than yourself and your family. You may not let others use your account and you may not share your login information with others. You must keep your contact and personal profile information accurate and current. We will only disclose your identity to third parties in accordance with our Privacy Policy at www.dickensoninsurance.com.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your account. You must notify us immediately of any breach of security or unauthorized use of your account. We will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and how you interact with the Service by changing the Settings in the Service. By providing us with your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. If you do not want to receive promotional email messages, you may opt out by unsubscribing from such

email communications from us. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

You hereby warrant that: all information that you provide us is true and accurate; You will only use the Service in accordance with these Terms; You will not use the Site or Service in violation of any Federal, State or local law, rule, ordinance or governmental regulation; and, You will only install and/or access the Service on computers and mobile devices for which you are the authorized owner.

GENERAL USER CONDUCT

You are solely responsible for all media and content you and/or your children upload to the Service, including without limitation ensuring the veracity thereof and obtaining the legal permission to so disclose such content. Your uploading of all such content must be in compliance with applicable law and all applicable provisions hereof. Such content shall not be hateful, threatening, obscene, unprofessional, or posted for purposes other than in furtherance of the Service. We may refuse Service to you for any lawful reason or for no reason.

You agree to use our Service responsibly, with good judgment, and in a manner conforming at minimum to prevailing standards for Internet and business etiquette. For example and without limitation, while using the Service you shall not: (a) violate any applicable law or regulation; (b) infringe the rights of us or any third party, including without limitation intellectual property, privacy, and contractual rights; (c) use information obtained through our Service for any unauthorized purpose; (d) interfere with or damage our Service, including without limitation through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, forged electronic mail address information, means to reproduce or circumvent the navigational structure or presentation of the Service or its contents, or similar methods or technology; (e) use our Service unlawfully to transmit, distribute, post, or submit any private information concerning any other person or entity, including without limitation photographs, personal contact information, or numbers of credit, debit, or calling cards or accounts; (f) use our Service in connection with the distribution of unsolicited commercial email or advertisements; (g) use our Service to stalk, harass, or track the whereabouts or activities of any other individual without the individual's knowledge or consent; (h) collect any information about any other user other than as customarily arises in the course of permitted use of our Service; (i) use our Service for any unauthorized commercial purpose; (j) impersonate any person or entity; (k) remove any copyright, trademark, or other proprietary right notices or legends contained in the Service; (l) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Service or any software used on or for the Service; (m) collect or compile information from our Service using any manual or automated means; or (n) assist or facilitate any third party in doing any of the foregoing.

Furthermore, you may not use the Service to develop, generate, transmit or store information that: (i) is defamatory, harmful, abusive, obscene or hateful; (ii) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Service, (iii) performs any unsolicited commercial communication not permitted by applicable law; (iv) constitutes harassment or a violation of privacy or threatens other people or groups of people; (v) is harmful to children in any manner; (vi) violates any applicable law, regulation or ordinance; (vii) makes any false, misleading or deceptive statement or representation regarding us and/or the Service or (viii) constitutes phishing, pharming or impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

PRIVACY

We respect your privacy during your use of our Service. Use of the Service is governed by our Privacy Policy at www.dickensoninsurance.com.

MOBILE SOFTWARE

We may make available software to access the Service via a mobile device (“Mobile Software”). To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Software. We do not warrant that the Mobile Software will be compatible with your mobile device. We hereby grant you a limited, non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for the account owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that we may from time to time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and we or our third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. We reserve all rights not expressly granted under this Agreement. The following applies to any Mobile Software you acquire from Google Play, https://play.google.com/intl/en_us/about/play-terms.html, and is incorporated by reference herein. The following applies to any Mobile Software you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and us, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the software. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and us acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of

this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

SOCIAL NETWORKS

The Service may include features that operate in conjunction with certain third party social networking websites that you visit (“Social Network Features”). While your use of the Social Network Features is governed by this Agreement, your access and use of third party social networking websites and the services provided through these websites is governed by the terms of service and other agreements posted on these websites. It is impossible for us to determine in each case whether your use of the Social Network Features would cause you to violate or breach the terms of service and/or other agreements posted on these third-party websites. You understand and acknowledge that your use of the Social Network Features may cause you to violate or breach the terms of service and other agreements posted on these third-party websites which could result in the termination of your account and ability to access these third-party websites and, in some cases, could give rise to liability for damages. YOU AGREE THAT YOU ALONE ARE RESPONSIBLE FOR YOUR USE OF THE SOCIAL NETWORK FEATURES AND THAT WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR YOUR VIOLATION OR BREACH OF ANY TERMS OF SERVICE OR OTHER AGREEMENT THAT MAY RESULT FROM YOUR USE OF THE SOCIAL NETWORK FEATURES.

MINORS

Our Service is intended for persons having the legal capacity to be bound by these Terms or acting with the express or implied consent of their parent or legal guardian. By using our Service, you represent and warrant that (i) you are over 18 years of age; and, (ii) that you have the right, authority, and capacity to accept these Terms and abide by all of the terms and conditions set forth herein. Children younger than 18 years of age may not register as a parent profile or account and use the Service under any circumstances. The Service is not a substitute for oversight and supervision by the minor’s parents or legal guardians and should not be construed as a preventative measure in any manner.

REGISTRATION

In order to use the Service, you must register an account. In order to register, you must be at least 18 years of age. During registration, you will be asked to provide certain personal information, including, without limitation, your email address. You must provide full and accurate information. By registering an account, you consent to our use and storage of your personal information and automatically collected information, as governed by our Privacy Policy at www.dickensoninsurance.com.

In accordance with the Child Online Protection Act, by registering an account for a child under the age of 13, you agree, consent, and authorize our collection, use, and disclosure of the child’s personal information in accordance with these Terms and the Privacy Policy at www.dickensoninsurance.com.

By registering an account, you warrant that: you are the parent or legal guardian of the child that is the subject of your account; you have the authority of the parent or legal guardian of the child to register the account for that child; or you have the authority of the person that is the subject of the account if that person is not a minor.

USER CONTENT

By submitting any content (“User Content”) to or through our Service, you represent and warrant to us that such content is true and correct in all respects, that you have the right to so submit such content, and that our use of your content as described on the Service will not infringe or violate the rights of any third party, including without limitation any intellectual property rights and rights of privacy. You will indemnify us for any breach of this warranty. Unless otherwise specified in any other document pertaining to specific content, you will continue to own all content you submit to our Service. Solely to enable us to use the information you supply us with, so that we are not violating any rights you might have in that information, you hereby do and will grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights in and to your content, in any media now known or not currently known, in any manner incident to our operation of the Service as it pertains to your content. However, you acknowledge that any questions, comments, ideas, suggestions, or other feedback you provide us are not confidential and shall become our sole property.

We do not claim ownership of any materials you make available through the Service. At our sole discretion, such materials may be included in the Service in whole or in part or in a modified form. With respect to such materials you submit or make available for inclusion on the Service, you grant us a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any materials you provide do not include anything (including but not limited to text, images, music or video) to which you do not have the full right to grant the license specified in this Section.

While the User Content you create remains yours by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. We have the right (but not the obligation) in our sole discretion to remove any User Content that is shared via the Service.

You agree not to post or transmit User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) violates any school or other applicable policy, including those related to cheating or ethics; (x) interferes with other users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any content posted by another person or entity. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. We reserve the right, but are not obligated, to reject and/or remove any User Content that we believe, in our sole discretion, violates these provisions.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights,

goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

A. You have the consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. Your User Content and our use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights. We take no responsibility and assume no liability for any User Content that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that we shall not be liable for any damages you allege to incur as a result of User Content.

ADVERTISEMENTS

By registering for and using the Service, you accept that we reserve the right to send you advertisements and offers for other products and services via in-app messaging, text message and the email address you provide. To opt-out of all further contact initiated by us, email at any time at info@dickensoninsurance.com.

LINKS TO OTHER SITES

The Service may contain links to third party websites and resources. Such sites and resources are not under our control and we shall not be responsible for the contents or functions thereof. We provide such links as a convenience, and the inclusion of any link does not imply endorsement by us or any association with its operators.

PROPRIETARY RIGHTS

You agree that all content and materials available on our Service are protected by our and the applicable third parties' rights of publicity, copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws. Except for information in the public domain or for which you have been given express written permission by us to the contrary, you agree not to sell, license, rent, modify, distribute, copy, reproduce, print, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works of any materials or content available on our Site. Notwithstanding the above, you may use the content and materials on our Site in the course of your normal use of our Service.

You agree not to use any of our trademarks as material on other web sites. You agree not to display any of our Service in a frame (or any of our content via in-line links) without our express written permission, which may be requested by contacting us at info@dickensoninsurance.com. You may, however, establish ordinary links to the homepage and other major sections of our Service without our written permission.

The Company name, the Company logo 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 Service are the trademarks of their respective owners.

OWNERSHIP OF DATA

You hereby confirm that you own all exclusive rights to any data and content (the “Content”) that you provide to the Service and may assign in license such rights. You keep all title and rights to the Content, but you grant us a worldwide, free, non-exclusive, irrevocable, sub licensable, transferable and perpetual license to use, copy, distribute, create derivative works of, publicly display, publicly perform and exploit in any other manner the Content. Subject to the aforementioned, the Company keeps title and all rights to the Service’s database.

PASSWORD

You will select a password when completing the registration process. You are solely responsible for maintaining the confidentiality of your password and are solely responsible for all activities that occur under your password. You agree to notify us immediately of any unauthorized use of your password or any other breach of security. We will not be liable for any loss or damage arising from your failure to protect the security of your password. We make no warranties as to the accuracy of the identity of any user. You acknowledge and agree that we are authorized to act on instructions received through use of your password, and that we may, but are not obligated to, deny access or block any transaction made through use of your credentials without prior notice if we believe your password is being used by someone other than you, or for any other reason.

TERMINATION

You agree that we, in our sole discretion, may terminate your access to our Service for any reason or no reason, including without limitation your breach of these Terms. You agree that any termination of your access to our Service may be effected without prior notice, and you acknowledge and agree that we may immediately deactivate or delete any of your accounts and all related information and files in such accounts, and bar any further access to such files or our Service. You agree that we will not be liable to you or any third party for any loss or damages of any kind resulting from any termination of your access to our Service.

Your account will continue to be in effect, and you will continue to be billed in the manner previously specified, if you have selected a paid subscription service, with each renewal period until and unless you cancel your account. To voluntarily terminate your access to the Service at any time, you may cancel your account on your account page, or by emailing us at info@dickensoninsurance.com . If for some reason you wish to terminate your account, but you cannot access the Site to do so, you may terminate your account by sending us written notice of termination at 6325 Cochran Road, Suite 1, Solon, OH 44139 Please allow 30 days for termination to take effect. Your account with us, and this Agreement, shall automatically renew on a periodic basis unless earlier terminated in accordance herewith. If you choose to terminate your account with us, you will not receive a refund for the most recently charged fees.

DISCONTINUANCE OF SERVICE

We reserve the right at any time to modify or discontinue, temporarily or permanently, any portion of our Service with or without prior notice. You agree that we will not be liable to you or to any third party for any modification or discontinuance of our Service.

We have the right to: (i) remove or refuse to post any User contributions for any or no reason in our sole discretion; (ii) take any action with respect to any User contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User contribution violates the Terms of Use, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public or could create liability for the Company; (iii) 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; (iv) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service; and, (v) 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 THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

CUSTOMER SERVICE

We may provide assistance and guidance through our representatives. When communicating with our representatives, you may not be abusive, obscene, threatening, harassing, or racially offensive, or otherwise behave inappropriately. If we feel that your behavior towards any of our representatives is at any time threatening or offensive, we reserve the right to immediately terminate your access to our Service.

BLOCKING OF IP ADDRESSES

In order to protect the integrity of the Service, we reserve the right at any time in our sole discretion to block users on certain IP addresses from accessing our Service.

REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that: (a) you have the full power and authority to enter into and perform under these Terms; and (b) your use of our Service will not violate any law and/or any of these Terms.

You further represent and warrant that: you are the parent or legal guardian of the child that is the subject of your account; you have the authority of the parent or legal guardian of the child to register the account for that child; or you have the authority of the person that is the subject of the account if that person is not a minor.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT:

A. IF YOU USE OUR SERVICE, YOU DO SO AT YOUR OWN AND SOLE RISK. OUR SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS NOT A SUBSTITUTE FOR OVERSIGHT AND SUPERVISION BY THE MINOR’S PARENTS OR LEGAL GUARDIANS AND SHOULD NOT BE CONSTRUED AS A PREVENTATIVE MEASURE IN ANY MANNER.

B. WE EXPRESSLY DO NOT WARRANT THAT, AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES THAT: (A) OUR SERVICE WILL MEET YOUR REQUIREMENTS; (B) OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY INFORMATION THAT YOU MAY OBTAIN ON OUR SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICE WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED.

C. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF COMMUNICATION ON ACCOUNT OF TECHNICAL PROBLEMS, OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON’S PROPERTY RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB OR IN CONNECTION WITH THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR AFFILIATES, ADVERTISERS, PROMOTERS, OR DISTRIBUTION PARTNERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE’S USE OF THE SITE OR THE SERVICE.

D. NO DATA, INFORMATION, OR ADVICE OBTAINED BY YOU IN ORAL OR WRITTEN FORM FROM US OR THROUGH OR FROM OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

A. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO, OR CONNECTED WITH: (A) THE USE OR INABILITY TO USE OUR SERVICE, (B) THE COST OF REPLACEMENT OF ANY INFORMATION STORED OR MANAGED USING OUR SERVICE, (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, (D) STATEMENTS, CONDUCT, OR OMISSIONS OF ANY PROFESSIONALS, CONSUMERS, SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE, (E) THE ACCURACY OF ANY INFORMATION PRESENTED ON THE SERVICE REGARDING THE LOCATION OR ACTIVITIES OF OTHERS; (F) ANY OTHER MATTER ARISING FROM, RELATING TO, OR CONNECTED WITH OUR SERVICE OR THESE TERMS; OR (G) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

B. WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHETHER OR NOT SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS, THE INABILITY TO PROCURE SUPPLIES OR MATERIALS, JUDICIAL DELAYS, PERFORMANCE DEFECTS, OR THE CURE THEREOF.

C. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE SUM OF FIVE DOLLARS (\$5.00).

D. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT WE HAVE NO CONTROL OVER THE BEHAVIOR OF ANY OTHER USER OF THE SERVICE, AND WE HEREBY DISCLAIM ALL WARRANTIES AND LIABILITIES RESPECTING THE CONDUCT OTHER USERS.

E. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS HEREIN MAY NOT APPLY TO YOU.

F. IN NO EVENT SHALL WE, OUR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION BODILY INJURY, EMOTIONAL DISTRESS, AND ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS WITH OTHER USERS OF THE SERVICE, OR ANY VENUES, PERSONS, OR ENTITIES, YOU MAY INTERACT WITH ARISING FROM YOUR USE OF THE SERVICE, OR ANY BUSINESS TRANSACTIONS INTO WHICH YOU MAY ENTER OR CONSUMMATE WITH THEM.

INDEMNITY; RELEASE; WAIVER

You agree to defend, indemnify, and hold harmless us and our subsidiaries, corporate parents, affiliates, and each of our and their directors, officers, managers, members, partners, representatives, agents, assigns, and employees from and against each and every claim, demand, action, damage, loss, cost, and expense, including without limitation reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against us arising out of your or your children's use of our Service or alleging facts or circumstances that could constitute a breach by you and/or your children of any provision of these Terms or any of the representations and warranties set forth above. If you are obligated to indemnify us, we will have the right in our sole and unfettered discretion to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms. In the event of a dispute between you and any other user of the Service, you hereby release us and our affiliates (and us and their officers, directors, agents, affiliates, subsidiaries, joint ventures and employees) from all claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. You hereby waive any and all claims you may have against us, our clients, and our other customers of the Service in connection with our and their use of the Service not constituting a breach hereof.

COPYRIGHT POLICY

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on our Service in a way that constitutes copyright infringement, send us your notice of infringement at info@dickensoninsurance.com.

USER DISPUTES

You are solely responsible for your interactions with other users of our Service or with the children you are monitoring. We reserve the right, but have no obligation, to monitor interactions between you and other users.

DISPUTE RESOLUTION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. In the unlikely event that we have not been able to resolve a dispute with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any of our claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms of Use, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration in accordance with rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in Cleveland, Ohio, unless you and us agree otherwise. Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to protect any of our proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND US ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

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

GENERAL PROVISIONS

These Terms shall be interpreted in accordance with the laws of the State of Ohio without reference to conflict of law principles. With respect to specific transactions between or among certain users, the laws of other jurisdictions may apply. These Terms contain the entire understanding between you and us

regarding the subject matter hereof and supersede all prior and contemporaneous agreements and understandings. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. You and we are independent contractors only, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. This Agreement may be assigned by us to any third party, but you may not assign this Agreement or any of your rights or obligations hereunder without our express, written consent. If any provision hereof is found to be invalid or unenforceable, such provision shall be recast to the extent required to make it valid and enforceable and the other provisions hereof shall be unaffected thereby.

CONTACT

If you have any questions about these Terms, please contact us at info@dickensoninsurance.com , or at 440-349-8966.