

TERMS AND CONDITIONS OF USE

Ohio Insurance Institute
Terms and Conditions of Use
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Some of the information on our Website provides general insurance guidelines or procedures that are not necessarily followed or met by every insurance company that is a member of OII. Before making insurance decisions, consult with an insurance agent or insurance company representative.

The information at this Website is not advice from a licensed insurance agent. You should always consult a licensed insurance agent before making any insurance decisions. Moreover, the information at this Website is not legal advice.

Please review the terms and conditions of use (“**Terms**”) of the Website before using it. By visiting or using the Website, “**you**” (the visitor to and/or user of the Website) agree to these Terms. If you do not agree, you should not visit or use this Website.

Revisions to the Terms and Conditions of Use

At any time, we may choose to revise these Terms by updating this posting. You should visit this page from time to time to review the most current Terms because they are binding on you. Your use of this Website following any such revisions constitutes your agreement to follow and be bound by the Terms as revised and posted.

Content and Intellectual Property

The design of this Website and all of its materials, including, but not limited to, its software, HTML code, scripts, text, artwork, photographs, images, designs, video, audio, written and other materials, and information that appear as a part of this Website (collectively, “**Content**”) are protected by U.S. copyright laws and other U.S. and international laws and treaties.

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copying, alteration, distribution, transmission, performance, display, or other use of the Content is prohibited.

Certain publicly available information and materials (e.g., Ohio legislative materials) may be made available at, or through, the Website, and, notwithstanding the above provisions, such publicly available information and materials are made available as a convenience.

We may revoke this limited license at any time for any or no reason. Any unauthorized use of our Content, such as framing, inline linking, or other association with content or information not originating from the our Website, is not permitted. Linking to any of our web pages, except to our home page, is prohibited, without our prior written permission.

We take pride in our brand and do not condone and will not tolerate any unauthorized use of our trademarks, trade names, logos, names, and trade dress (collectively, "**Trademarks**"). We retain all rights regarding our Trademarks, which are protected by U.S. trademark laws and international laws and treaties. No license for the use of our Trademarks is granted to you under these Terms or by your use of the Website. Unauthorized use of our Trademarks in any manner is strictly prohibited.

We shall be free to use, for any purposes whatsoever, any ideas, concepts, know-how, or techniques contained in any comments, feedback, suggestions, ideas, or other communications submitted or offered to us in connection with your use of the Website.

Oll provides this Website as a public service. Oll has no obligation to review, and does not approve or otherwise endorse, any content and/or message posted by users, in any section of the Website.

User-Generated Content

The Website may permit you to voluntarily post content, including photographs, videos, comments, or other material (collectively, "**User-Generated Content**"), and, by posting any User-Generated Content, you agree to the following:

(a) Posting such User-Generated Content constitutes your consent and grant to Oll of an irrevocable, non-exclusive, perpetual, worldwide, royalty-free, unrestricted, and unlimited right, license, and permission, but not the obligation, to utilize, reproduce, exploit, alter, edit, modify, distribute, publish, exhibit, digitize, broadcast, display, publicly perform, and prepare derivative works of the User-Generated Content, your name, likeness, voice and biographical information, and any material based thereon or derived therefrom, in any form or media for any and all purposes whatsoever, including, without limitation, advertising, marketing, or commercial purposes, without any payment to or further authorization by you.

(b) You waive any right to inspect or approve any material in which Oll may eventually use your User-Generated Content and understand that Oll may crop, shape, or otherwise adjust any User-Generated Content.

(c) You represent and warrant that the User-Generated Content will not violate the intellectual property or proprietary rights of any third party and that you are legally entitled to

post the User-Generated Content and to grant all relevant licenses and permissions to use the User-Generated Content as contemplated herein.

(d) You agree not to take any legal action against, and release and discharge the Ohio Insurance Institute and its Related Entities (as defined below) from all claims in connection with the use of the User-Generated Content, your name, likeness, voice, or biographical information, as contemplated herein.

(e) You understand and agree that such User-Generated Content may be accessed and viewed by others, including by the general public, and, whether or not such User-Generated Content is published, OII does not guarantee any confidentiality with respect to any User-Generated Content. You are solely responsible for your own User-Generated Content and the consequences of its publication on this Website or elsewhere. We reserve the right to determine in our sole discretion whether User-Generated Content is appropriate; whether it complies with these Terms, our standards, and applicable law; and whether it may be posted or removed.

Notice of Copyright Infringement

If we receive notice alleging that, as a result of your use of the Website, you have engaged in behavior that infringes our or any third party's intellectual property rights or reasonably suspect the same, we have the right to terminate your access to the Website without notice to you.

We avail ourselves of the protection of the Digital Millennium Copyright Act. We reserve the right to remove any content or links that allegedly infringe another person's copyright. Notifications of claimed copyright infringement should be sent to our agent, as identified below:

Legal Department
The Ohio Insurance Institute
172 E. State Street, Suite 201, Columbus OH 43215
Email: michaelf@ohioinsurance.org

To be effective, the notification must be a written communication to the agent that includes substantially the following:

(a) a physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

(d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Disclaimers

We make reasonable efforts to provide a website that is accurate, but cannot and do not make any warranties as to the Website's accuracy. Any information posted on or provided by the Website is subject to change at any time, without notice. From time to time, there may be information on the Website that contains typographical errors, inaccuracies, or omissions. We make no representation as to the completeness, accuracy, or currency of any information on, or available through, the Website.

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Indemnity

You expressly understand and agree that, in consideration for your use of this Website, you agree to indemnify and hold harmless the Ohio Insurance Institute and its Related Entities from any and all claims, demands, actions, liabilities, damages, losses, judgments, awards, and expenses (including reasonable attorney's fees and related costs) arising out of or relating to: your violation of these Terms; your use of this Website, the Content, and/or any services made available through this Website other than as authorized in these Terms; your violation of state and/or federal law in using this Website, the Content, and/or any services made available through this Website; or any liability accrued by OII due to your actions or omissions while using this Website.

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Links may be established from this Website to one or more external websites or resources operated by third parties (the "**Third Party Sites**"). In addition, certain Third Party Sites also may provide links to this Website. None of these links should be deemed to imply that we endorse the Third Party Sites or any content therein. We do not control and are not responsible or liable for any Third Party Sites or any content, advertising, products, or other materials on or available from such Third Party Sites. Access to any Third Party Sites is at your own risk, and we will have no liability arising out of or related to such Third Party Sites and/or their content or for any damages or losses caused or alleged to be caused by or in connection with any purchase, use of, or reliance on any such content, goods, or services available on or through any such Third Party Site.

Account Creation

Pursuant to procedures that may be described at the Website or otherwise provided by OII to you or your company, you may have the ability to choose to register with us through our Website and create an account (the "**Account**"). If you do, you will have access to your Account by providing an email address and/or password. You are responsible for maintaining the confidentiality of your access information and for controlling access to your Account and your computer. You agree to accept responsibility for all activities that occur under your Account. We may terminate your Account at any time, for any reason or for no reason and without prior notice to you.

Termination

We may terminate your access or use of this Website at any time, for any reason or no reason and without prior notice to you. In the event of your violation of these Terms, we reserve the right to seek all remedies available by law and in equity. The disclaimers, limitations of liabilities, and indemnities set forth in the Terms will survive.

Governing Law, Venue, and Severability

The Terms of the Website shall be governed by the laws of the state of Ohio. You agree that any action to resolve or enforce any dispute regarding use of the Website will be brought exclusively in the federal or state courts located in Ohio. If any provision is deemed by a court of competent jurisdiction to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions.

Contact Us

If you have any questions about the Terms, the practices of the Website, or about the work of OII, you may contact us at info@ohioinsurance.org or by writing to us at: The Ohio Insurance Institute, 172 E. State Street-Suite 201, Columbus OH 43215.