

## Terms of Use

Last updated on December 16, 2020

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IAT INSURANCE GROUP’s online Privacy Policy, posted [here](#), describes our collection, use, and protection of personal information we gather from you, both while you visit our Website and/or through the purchase of our products and services. We urge you to read our online Privacy Policy.

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No person or organization may link this Website, or any portion of it, from their own website without the express written consent of IAT INSURANCE GROUP. All inquiries to have our Website linked may be directed to:

- Postal Mail:

P.O. Box 10800  
Raleigh, NC 27605

- Telephone: 1 (919) 573-1690
- Email Privacy: [privacy@iatinsurance.com](mailto:privacy@iatinsurance.com)

## ACCESS AND USE

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- Upload or otherwise transmit or disseminate any message, material, image, data, software, or other content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene or otherwise objectionable, or that may invade another's right of privacy or publicity.
- Create a false identity for the purpose to mislead or impersonate any person or entity, including but not limited to any IAT INSURANCE GROUP representative or agent, or otherwise falsely state or imply your affiliation with such person or entity.
- Upload, transmit or otherwise disseminate files that contain malware, including viruses, Trojan horses, ransomware, worms, time bombs, cancel-bots, corrupted files, or any other software or programs that may damage the operation of another's computer, information system, data, or property.
- Upload, transmit or otherwise disseminate any material you are not authorized to Upload, transmit or otherwise disseminate, including infringement of any intellectual property right, or deletion of any author attributions, legal notices, or proprietary designations.
- Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise.
- Manipulate or otherwise display this website by using framing, mirroring or similar navigational technology.
- Harvest or otherwise collect information about others, including e-mail addresses, user profiles, and passwords.

You hereby acknowledge and agree that violation, or anticipatory violation, of these Terms of Use may not have an adequate remedy at law, and may be subject to equitable relief, including injunction.

#### **Termination/Access Restriction**

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#### **User Submissions**

Except for personal information subject to IAT INSURANCE GROUP'S online Privacy Policy, by providing information or materials through the Website, you are granting IAT INSURANCE GROUP permission to use and share such information in connection with its operations and conduct of business, and/or to disclose such information as necessary to satisfy any law, regulation, or governmental request.

#### **Third-Party Services**

Certain commercial services may be offered by third parties through the Website. IAT INSURANCE GROUP is not and will not be responsible for: (i) the terms and conditions of any transaction between you and any such third-party, (ii) any insufficiency of or problems with any such third-party's background, insurance, credit or licensing,

(iii) the quality of services performed by any such third-party, or (iv) any other legal liability arising out of or related to the performance of such services. Because we are not involved in the actual transaction between you and any such third-party, in the event you have a dispute with any such third-party, you release IAT INSURANCE GROUP and its affiliates, agents, and employees from any and all claims arising out of or in any way connected with such disputes. If you are a California resident, you waive the California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

### **Username and Password**

You are responsible for maintaining the confidentiality of your username and password in connection with this Website. You may not share your username and password or transfer it to any third-party. You are responsible for all uses of your username and password, any and all related changes, whether or not authorized by you. You agree to immediately notify IAT INSURANCE GROUP of any suspected or actual unauthorized use of your username and password, and/or any actual or suspected other breach of security relating to your username and password. IAT INSURANCE GROUP will not be liable for any loss that you may incur as a result of someone else using your username and password, either with or without your knowledge. However, you could be held liable for losses incurred by IAT INSURANCE GROUP or another party due to someone else using your username and password.

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### **Indemnification**

You agree to indemnify, defend and hold harmless IAT INSURANCE GROUP, as well as its officers, directors, employees, attorneys, contractors, agents, licensors, service providers, subcontractors, and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising (directly or indirectly) from your use of the Website or any violation of these Terms of Use. If you cause a technical disruption of the Website or the systems transmitting the site to you or others, you agree to be responsible for and indemnify any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising (directly or indirectly) from that disruption. IAT INSURANCE GROUP reserves the right to assume exclusive defense and control of any defense or matter otherwise subject to indemnification or defense of IAT INSURANCE GROUP. In such case, you agree to cooperate with IAT INSURANCE GROUP fully.

## **GENERAL TERMS AND CONDITIONS**

### **Governing Law, Severability, Entire Agreement**

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These Terms of Use, IAT INSURANCE GROUP'S online Privacy Policy, and any other policies that IAT INSURANCE GROUP may post on this Website constitute the entire agreement between IAT INSURANCE GROUP and you in connection with your use of this Website, and any content herein. This agreement supersedes any prior agreements between IAT INSURANCE GROUP and you regarding use of this Website and Content herein, including prior versions of these Terms of Use.

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### **Arbitration**

Any controversy or claim arising out of or in connection with these Terms of Use or access or use of the website shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted exclusively in Raleigh, North Carolina, and judgment on the arbitration award may be entered in any court having jurisdiction.

**Contact Information**

Please send all questions, comments or notice regarding these Terms of Use to IAT INSURANCE GROUP, P.O. Box 10800, Raleigh, North Carolina, 27605, Attention: Legal Department.