Stillwater Online Access Terms and Conditions – version 2013.02

Please read the following Terms and Conditions carefully. The parties ("Parties") to these Terms and Conditions (the "Agreement") related to this website ("Self Service Site" or "SSS") are the policyholder ("Policyholder", "you" or "your") and Stillwater Insurance Services, Stillwater Insurance Company and Stillwater Property and Casualty Insurance Company (collectively "Stillwater", "we", "us" or "our"), who agree as follows:

- 1. By electing to Register/Sign Up for our Online Access to this Self Service Site (SSS), you agree to be bound by the Terms and Conditions of the Agreement If you do not agree with any of these Terms and Conditions, do not continue to create your account.
- 2. By accepting this Agreement you acknowledge that you have read, understand and agree to the Terms and Conditions of this Agreement. This Agreement is effective when you complete the registration/Sign Up process.
- 3. The Terms and Conditions and Agreement related to the SSS may be modified by Stillwater from time to time, with or without notice to you, by posting to the SSS. Your continued use of the SSS constitutes your agreement with and acceptance of any subsequent modifications to the Terms and Conditions. If you do not agree with subsequent Terms and Conditions, do not continue to use this SSS.
- 4. By selecting a User ID and password in order to access the Stillwater SSS, you agree to the following:
 - a. You are responsible for maintaining the security of your User ID and password;
 - b. We are not liable if you do not properly secure your password or you share your password with anyone;
 - c. We are not liable for any unauthorized access to your personal information unless directly due to our negligence;
 - d. If you believe or know that your password has been compromised, change your password immediately;
 - e. If you suspect any unauthorized activity has occurred, you must contact us immediately;
 - f. If we believe or are notified that your password has been compromised or there have been unauthorized access or actions we may deny access or block transactions, with or without prior notice. But in any case we are under no obligation to do so.
 - g. You agree to be responsible for all activities, actions and outcomes undertaken under your User ID and password;
 - h. You authorize us to act on directions given under your User ID and password.
- 5. This Agreement shall be governed by and interpreted according to the laws of the State of California, without giving effect to California's conflict of laws principles.
- 6. If any part of this Agreement is unlawful, void or unenforceable, it shall not affect the validity and enforceability of any remaining parts.
- 7. You agree that any information you provide through this site will be truthful and accurate.
- 8. The content of this SSS is for your personal, private and non-commercial use. And without our prior consent you may not manipulate, modify, post or re-publish anything on this SSS, except for your own policy and paperless.
- 9. You agree with the following Limits of Liability:
 - a. We assume no responsibility for, nor shall we be liable for, any damages, injuries or harm, either direct or indirect, caused by any of the following:
 - i. Viruses that may infect your computer or peripheral hardware, or any shared or networked devices, as a result of using and accessing this SSS:

- ii. The inability to use, or delays in the use of, this SSS, such that policy information or policy services were not available;
- iii. The inability to use, or delays in the use of, any website linked to from the SSS.
- b. We shall in no way be liable, except where allowed by law, even if we have been directly or indirectly negligent or our authorized representatives have been notified of the possible negligence, or both.
- c. You will be liable for, including any reasonable legal fees, any breach or violation of any of these Terms and Agreements that results in a claim, cause of action or demand, requiring defense and indemnification, against Stillwater and its officers, directors and employees.
- 10. If the SSS offers the option to report an insurance claim, your submission does not commit Stillwater to coverage or defense of that loss. Stillwater reserves the right to request and review additional information and to perform necessary investigations and verifications prior to making a decision about the claim. Meantime, all policy provisions and endorsements remain in effect.
- 11. If the SSS offers or provides links to other websites that are not controlled by Stillwater, access to these sites is at your own risk.
 - a. These links are provided strictly for your convenience;
 - b. We are not liable for the accuracy of the content on these sites;
 - c. We make no assurances about the type or quality of the content;
 - d. We make no warranties that these sites are free from viruses or malicious programs.
- 12. You have read all these Terms and Conditions and agree to abide by them.

By accepting this Agreement you are providing your electronic/digital signature, authorization and acknowledgment of this and any subsequent policy related actions you make on the Stillwater Self Service Site (SSS). Your acceptance constitutes your signature.

Frequently Asked Question and Additional Terms and Conditions

What hardware and software do I need?

Hardware:

- 1. You need access to the Internet and a valid e-mail account.
- 2. You will also need a printer if you want to print policy and paperless documents.

Software:

- 1. You need a security-enabled web browser, with 128-bit encryption installed, such as Microsoft Internet Explorer 6.x, Microsoft Internet Explorer 7.x, Firefox 2.x or other similarly enabled browser.
- 2. You need Adobe Acrobat Reader version 4.0 or greater to view policy and paperless documents. You can install Adobe Acrobat Reader by clicking here or the link at the bottom of our Website.

We will inform you of changes to the hardware or software requirements. It is your responsibility to review them, and by your continued use of the SSS you are accepting and agreeing to them.

What is paperless?

Paperless is our way of reducing the amount of paper we send you, and gives you a simple and convenient way to access, view and print your policy and other documents. You may select paperless after logging in and registering on the SSS.

Password Security

We are not liable if you do not properly secure your password or if you choose to share your password with anyone else.

- 1. We strongly recommend that you do NOT share your password with anyone.
- 2. If you believe or know that your password has been compromised, change your password immediately.
- 3. If you suspect any unauthorized activity has occurred on your account, you must contact us immediately.
- 4. We are not liable if you share your password with anyone or you do not properly secure your password.
- 5. We encourage you to change your password periodically.