

Independent Insurance Agents & Brokers of America, Inc.
Terms of Use

Effective as of January 1, 2021

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When using this Site you agree:

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2. Not to Post (as defined in the Content Agreement) any Content (as defined in the Content Agreement) that: is unlawful or promotes unlawful activities, violates antitrust laws or promotes anticompetitive actions; is defamatory, libelous, abusive, profane, obscene, pornographic, vulgar, indecent, threatening, hateful, or offensive in any way; harasses, threatens or embarrasses others or promotes discrimination or harm to any individual or group; attacks others or invades others’ privacy, personally or professionally, or displays personal information of any individual other than yourself without legally valid and express permission; violates or infringes on any rights of others (including, without limitation, intellectual property rights and privacy rights); involves or assists in the use of false names or impersonation of others by you or by someone else; involves the transmission of “spam”, “junk mail” or any other unsolicited mass mailing or communication; might interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; contains any computer viruses or any other code designed to disrupt, damage or limit the functioning of any computer software or hardware; is knowingly inaccurate, false, misleading or fraudulent; includes Content that you do not have a legal or contractual right to make available or that you are otherwise prohibited from making available; contains the image, name or likeness of anyone other than yourself unless the person is at least 18 years old and you have the person’s advance written permission, or you have the advance written permission of the person’s parent/legal guardian if the person is under 18, subject to all applicable restrictions or limitations; solicits or offers money, goods or services; discloses confidential or proprietary information not owned by you; is Posted using any name other than your real name; contains any advertising or promotions without IIABA’s express prior written permission. The foregoing list does not limit the types of posts that IIABA may disallow. You also agree not to attempt to gain unauthorized access to this Site, materials or information on this Site, or other accounts, computer systems or networks connected and/or linked to this Site or any IIABA server, through hacking, password mining or any other means, or attempt to obtain any materials or information through any means other than those intentionally made available to you through this Site. IIABA is not obligated to monitor your communications with others on or through this Site, but IIABA reserves the right to screen and/or review Content Posted by you and remove or refuse to Post any of your Content, in IIABA’s sole discretion and without notice to you (except as otherwise provided for herein). IIABA reserves the right to terminate your access to any or all portions of this Site, without

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3. To abide by the copyright ownership of materials and information on this Site in accordance with the following:

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(b) By Posting Content or otherwise engaging in any communication on the Site, you are granting IIABA a perpetual, royalty-free, and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell any such Content or other communication in any media now known or developed in the future. By Posting, uploading, inputting or submitting your Content to this Site, you represent and warrant that you own or otherwise control all rights to the Content and other communications, which permits you to Post, upload, input or submit your Content to this Site, including, without limitation, all copyrights and other rights necessary to comply with all of the provisions in these Terms of Use. No compensation will be paid to you or any other party for use of your Content as provided herein. IIABA is not obligated to Post or use any of your Content and may remove such Content at any time in its sole discretion without notice to you.

(c) IIABA will respond to allegations of violations of copyrights of others in accordance with the Digital Millennium Copyright Act (“DMCA”). IIABA will process notices it receives of alleged copyright infringement and take appropriate action as required by the DMCA and other applicable intellectual property laws. If you believe any material contained in this Site infringes your copyright, you should notify IIABA of your copyright infringement claim in accordance with the following procedures:

Notice of the alleged copyright infringement must be sent to this Site’s designated agent (“DMCA Agent”), who is:

General Counsel
Independent Insurance Agents & Brokers of America, Inc.
127 South Peyton Street
Alexandria, VA 22314-2803

To be effective, the notice must be in writing and contain substantially the following:

- (i) A physical or electronic signature of the owner or a person authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed (including the URL where the infringing work is available), 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 (including URLs where the infringing work is available).
- (iii) 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 IIABA to locate the material.
- (iv) Information reasonably sufficient to permit IIABA 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.
- (v) 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.
- (vi) 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, or is the owner, of an exclusive right that is allegedly infringed.

Upon receipt of an effective notice of alleged copyright infringement, IIABA will remove or disable access to the allegedly infringing content, forward the notice of alleged copyright infringement to the alleged infringer, and inform the alleged infringer that IIABA has removed or disabled access to such content. If the alleged infringer believes the copyright infringement allegation is unfounded or in error, the alleged infringer may send a counter notification to IIABA.

The counter notification may be sent to:

General Counsel
Independent Insurance Agents & Brokers of America, Inc.
127 South Peyton Street
Alexandria, VA 22314-2803
info@iiaba.net

To be effective, the counter notification must be sent to IIABA's DMCA Agent, be in writing, and contain substantially the following:

- (i) A physical or electronic signature of the alleged infringer.
- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- (iii) A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

- (iv) The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the alleged infringer's address is outside of the United States, for any judicial district in which IIABA may be found, and that the alleged infringer will accept service of process from the person who provided the notice of alleged copyright infringement to IIABA or an agent of such person.

Upon receipt of an effective counter notification, IIABA will provide a copy of the counter notification to the sender of the notice of alleged copyright infringement and inform such person that IIABA will replace the removed material or cease disabling access to it in ten (10) business days. IIABA will then replace the removed material or cease disabling access to it in no fewer than ten (10), and no more than fourteen (14), business days following receipt of the effective counter notification, unless IIABA's DMCA Agent first receives notice from the sender of the notice of alleged copyright infringement that such person has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the Site.

- 4. To abide by the trademark ownership of names, logos, or slogans (collectively "Trademarks") on the Site in accordance with the following: Reproduction or republication of any Trademarks belonging to IIABA is prohibited without prior written permission from IIABA. Please reach out to the relevant contact at IIABA or via (800) 221-7917 or info@iaba.net to request permission.
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The links and references on this Site to other Internet sites are provided solely as a convenience to users of this Site. All postings, including but not limited to comments and replies on the Site, are not to be relied on as professional opinions or advise. Additionally, IIABA makes no representations or warranties, and expressly disclaims any representations, warranties, or other commitments, about any non-IIABA portal, website or third-party source that may be accessible from or linked to the Site.

- 6. To indemnify, defend, and hold harmless IIABA, and its past, present and future officers, directors, agents, executive committee members, and employees (collectively "IIABA Indemnitees") from any and

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7. To abide by IIABA's position relative to materials and information on this Site, as follows: All of the materials and information in this Site are provided without representations or warranties of any kind. IIABA disclaims all representations and warranties of any kind, express, implied, statutory or otherwise, to you and/or any other party, including, without limitation, any warranties of accuracy, timeliness, completeness, efficacy, merchantability, fitness for any particular purpose, and usefulness of the materials and information provided.

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9. If any portion of these Terms of Use, or the application of them to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of these Terms of Use, or the application of them to persons or circumstances other than those which are invalid or unenforceable, shall not be affected thereby, and each portion of these Terms of Use shall be valid and enforceable to the fullest extent permitted by law.

10. These Terms of Use, as well as the rights and responsibilities of users and IIABA relating to the Terms of Use or the Site, are governed exclusively by the laws of the Commonwealth of Virginia, without regard to any conflict of laws rules, and the exclusive venue for any dispute (besides a DMCA proceeding) shall be the state and federal courts of Alexandria, Virginia.

11. These Terms of Use may be amended at any time by IIABA, without notice to you. These Terms of Use and any amendments or revisions to them are effective upon posting to this Site, and your use of this Site after any changes to the Terms of Use constitutes your agreement to be bound by the amended or revised Terms of Use.
