

Atlantic Casualty Insurance Company's Liability Disclaimer and User Agreement

General

The Atlantic Casualty Insurance Company's (Atlantic) portal is offered to you and the Atlantic general agent, both of whom are considered the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of this portal constitutes acceptance of these terms and conditions. This portal is on an Atlantic server and is a link from the Atlantic's general agent, who offers this portal to their retail brokers. This page sets forth the terms and conditions under which Atlantic provides the information on this portal, as well as the terms and conditions governing your use of this site. By making use of this portal, you agree to be bound by the terms and conditions that appear here. The terms and conditions are subject to updating at any time without notice. If at any time you do not accept the terms and conditions, do not access the portal. Changes to the terms and conditions take effect when posted.

We request that you not create any kind of hyperlink from any other site to ours unless you first obtain our permission.

Any general agents using this portal are prohibited from making any alterations to the system and portal, other than loading their preferences, their names and addresses and contact information.

Atlantic's general agents are not required to use this system.

Any submissions made on this portal are for information purposes only and are not quotes, binders and are not legally binding. Only contracted general agents of Atlantic have authority to issue quotes, bind coverage, issue policies and alter coverages.

Product descriptions are included herein for the sole purpose of providing a quick reference tool concerning the general nature and types of products available through the Atlantic's general agent. Products or policies referenced in these descriptions may not be available in all states. The descriptions contained herein are not intended to be complete descriptions of all terms, exclusions and conditions in the subject policies, but are solely provided as general descriptions of the products. Descriptions contained herein are general and informational only. Anyone interested in a particular product should request a copy of the policy to determine the scope and limitations of coverage. These copies can be obtained through the Atlantic general agent.

This publication could include technical or other inaccuracies or typographical errors. Changes are periodically added to the information herein; these changes will be incorporated in the new editions of the publication. Atlantic may make changes in the product(s) and/or the program(s) described in this publication at any time without notice.

We may terminate, change, suspend or discontinue any aspect of the portal, including the availability of any features of the portal, at any time.

User agrees to use this portal as permitted by applicable local, state, and federal laws. User agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy Atlantic's, its contractors' or another user's computer system, network, software, program, documentation or data contained therein; 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action in which results in blocking access to this portal by other users, will be deemed an unauthorized use.

Anyone using this system expressly consents to administrative monitoring at all times by Atlantic and its authorized agents and contractors. Inappropriate use of the system by User may result in the revocation of the User's access to this portal. User's restriction or revocation of access to the portal is without liability and can be made without prior notice. Users are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, exit this system now.

Atlantic's policy is to keep the information it gathers and uses in its business records confidential. Users of the portal are to keep these records and materials acquired off the portal and system confidential. Users are required to follow and abide by applicable North Carolina and federal statutes and regulations, including those on privacy and prevention of identity theft.

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UserID/Password Use

While we cannot guarantee that information transmitted through the Internet is secure, for certain types of communications through this portal, Atlantic may require the use of available technologies or other precautions provided for your protection and/or require you to use user identification information ("userIDs") and passwords. If you have been assigned a userID for access to restricted sections of this site, you are responsible for all activities executed under your userID and are the only one who may use it. You are responsible for protecting your userIDs and passwords from disclosure to third parties and you are not permitted to avoid the use of required encryption technologies. It is a violation of these terms and conditions for you to allow another person to use your userID and its associated passwords, use the userID and password assigned to another person, or attempt to gain access to resources for which you are not authorized is a serious breach of security.

Disclaimer of Damages

By using the Atlantic portal, the User assumes all risks associated with the use of this portal, including any risk to User's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via an Atlantic portal, this site or User's access to it.

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Further, this portal does not make any representations that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any such policy. Whether coverage exists or does not exist for any particular claim or loss under any such policy depends on the facts and circumstances involved in the claim or loss and all applicable policy wording.

Use of Cookies

We use cookies to improve the overall functionality of the portal.

Spamming and solicitation

You may not use any information obtained from this portal for spamming or solicitation.

No Professional Advice

The information available on the Portal is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. It is not offered as legal, accounting or other professional advice. This Portal is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS PORTAL IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

Separate Agreements

You may have other agreements with Atlantic or its general agent(s). Those agreements are separate and in addition to these terms. These terms do not modify, revise or amend the terms of any other agreements you may have with Atlantic or Atlantic's general agents.

Disclaimer of Association With User

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and Atlantic as a result of this Agreement or use of this portal.

As a condition of use of Atlantic's portal, the User agrees to indemnify Atlantic and Strickland and its officers, employees and agents and contractors against any and all liability, expenses (including attorney's fees) and damages arising out of claims and violations of laws, including privacy and theft identity, resulting from User's use of this portal or misuse of information derived off the portal, including without limitation any

claims alleging facts that if true would constitute a breach by User of these terms and conditions.

This Agreement is governed by the laws of the State of North Carolina

User consents to the exclusive jurisdiction and venue of courts in Wayne County, North Carolina in all disputes arising out of or relating to the use of this portal. Use of this portal is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Atlantic's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of Atlantic's right to comply with law enforcement requests or requirements relating to the User's use of this portal or information provided to or gathered by Atlantic with respect to such use.

Severability

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Closing of Agreement

This Agreement constitutes the entire agreement between the User and Atlantic (and its contractors and agents) with respect to this portal and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Atlantic with respect to this portal. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this portal; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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Last modified: August 17, 2011.