

Website Use and Privacy Policy

Revised October 29, 2009

Thank You for visiting the SAIS Website (the "Website") and reviewing our Online Website Use and Privacy Policy. It is important to read the following terms of use. Use of this Website constitutes acceptance of the terms in this Policy and an agreement to abide by them.

"We", "Us", "Our" and "SAIS" refers to **Superior Access Insurance Services, Inc.** ("**SAIS**"). The term "You" refers to the Member and/or the person accessing this Website

SAIS reserves the right to modify, update or alter these Terms of Use at any time. It is Your obligation to be aware of any such modifications or updates and comply with them.

Disclaimers and Limitation of Liability

THIS WEBSITE AND ALL MATERIALS AND INFORMATION CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR THAT WARRANTIES THAT THE WEBSITE OR THE SERVICES PROVIDED BY SAIS will meet YOUR requirements, WILL MEET YOUR REQUIREMENTS, WILL BE CONTINUOUSLY AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR. SAIS IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES BASED ON LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF DATA) THAT MAY ARISE FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE AND/OR THE MATERIALS AND INFORMATION CONTAINED ON THE WEBSITE, WHETHER THE MATERIAL IS PROVIDED BY SAIS OR A THIRD PARTY AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, TORT, OR OTHER THEORY OF LIABILITY.

- The Website should not be relied upon for on-line technical assistance or any other emergency services and is in no way designed to serve as an alternative to the technical support services provided by SAIS or independent third-party technical support services.
- Information on this Website may contain technical inaccuracies, typographical errors, or information that may become outdated over time. SAIS assumes no obligation to keep current or update the information or documents on this Website.
- SAIS makes no warranty and assumes no responsibility for material posted to the Website by third parties.
- SAIS may from time to time and without notice make improvements and/or changes in the products, processes, technologies, programs, and services described or made available at this Website.
- By using the Website, You assume all risks associated with such use, including without limitation, risk to Your computer, software or data of being damaged by any virus transmitted or activated via the Website or material that may be included within or accessed from the Website. SAIS is neither responsible nor liable for any viruses or other contamination of Your system nor for any delays, inaccuracies, errors or

omissions arising out of Your use of the Website or with respect to the material contained on the Website, including without limitation, any material posted on the Website, whether the material is provided by SAIS or a third party.

- This Website may contain links to other sites, which are provided solely as a convenience to You. Such links are in no manner an endorsement, recommendation or approval of any person, any product or any service on the linked website. SAIS is not responsible for the availability of external sites or resources linked to the Website and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between You and the third parties that control these sites are strictly between You and the third parties and are not the responsibility of SAIS. Because SAIS is not responsible for the availability or accuracy of these outside resources or their contents, You should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from Ours.
- SAIS manages this Website from its office in Orange County, California and makes no representations that materials in this Website are appropriate or available for use in other locations. If You access this Website from other locations, You do so at Your own risk and are solely responsible for compliance with any and all applicable laws, rules and regulations. The display of this Website by SAIS does not represent consent by SAIS to submit to any specific jurisdiction.

Legal Notice – Broker Fees

- Superior Access does not charge "broker fees" except in compliance with applicable law in the nonadmitted insurance market.
- From time to time, SAIS receives requests from Our valued insurer partners that Our Members not charge any broker fees to an insured in connection with policies that the insurer issues. SAIS will communicate these insurer requests to Our Members and We expect Your compliance with such requests. Placements will not be made with insurers if a Member does not follow the insurer's instructions.

Use of the Website

- The Website is created and designed for the purpose of communicating general information with users of the Internet by electronic means.
- You may not resell, license, or otherwise distribute any of the information You obtain from the Website except in servicing Your individual customers who are buyers or potential buyers of insurance through You.
- You shall ensure the accuracy and reliability of the information You provide to SAIS.
- This Website may only be used as intended by SAIS for its authorized purposes. You shall use the Website to obtain insurance policy quotes.
- Unauthorized use or modification of any information stored on this Website may result in criminal and/or civil prosecution under Federal, State, and local law. SAIS reserves the right to report any website activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect SAIS' systems and customers, or to ensure the integrity and operation of SAIS' business and systems, SAIS may access and disclose information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information and usage history.

- SAIS may monitor and audit the usage of this system, but is under no obligation to do so, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing.
- This Website is distributed internationally and may contain references to SAIS products, programs and services that have not been announced in Your country. These references do not imply that SAIS intends to announce or offer such products, programs or services in Your country.
- Communications made to SAIS through this Website's e-mail and messaging system shall in no way be deemed to constitute legal notice to SAIS or any of its agencies, officers, employees, Members, or representatives, with respect to any existing or potential claim or cause of action against SAIS or any of its agencies, officers, employees, Members, or representatives, where notice to the SAIS is required by contract, or any federal, state or local laws, rules, or regulations.
- Use of this Website creates no relationship between any insurance partner of SAIS and You. All Member's use the Services as separate entities and no relationship of agent or agency is ever created.
- SAIS reserves the right to delete, move, edit, refuse to post or take other appropriate action with respect to such messages, information or files that SAIS, in its sole discretion, deems objectionable or otherwise in violation of this Policy.

Prohibited Activities

The following is a partial list of the kind of activity that is illegal or prohibited on the SAIS Website and through Your use of the Website. SAIS reserves the right to investigate and take appropriate legal action against any person who violates this provision, including without limitation, terminating the Membership Agreement of a Member. Prohibited activity includes, but is not limited to:

- Providing information to SAIS that You know is false or misleading or promotes illegal activities, or conduct that is abusive, threatening, obscene, defamatory or libelous to SAIS personnel or any third parties;
- Transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming" through the use of this Website. If You send unsolicited bulk email or other unsolicited communications of any kind through the Website, You acknowledge that You will have caused substantial harm to SAIS, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, You agree to pay SAIS \$50 for each such unsolicited email or other unsolicited communication sent by You or Your agents through the Website;
- Using the Website to further or promote any criminal activity or enterprise including, but not limited to privacy violations or transmission of computer viruses;
- Criminal or tortious activity, copyright infringement, patent infringement, or theft of trade secrets;
- Any automated use of the system, such as using scripts to obtain information;
- Interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to it, such as a denial of service attack;
- Attempting to impersonate another person;
- Using the account, username, or password of another Member at any time or disclosing Your password to any third party or permitting any third party to access Your account, other than Your authorized employees;
- Using either the SAIS company name or logo or the name or logo of any insurance partner of SAIS in any form of advertising, representation or solicitation; and

- Representing to any applicant of insurance that You are an agent of an insurance partner of SAIS quoted through SAIS unless You have an independent appointment with said insurance partner separate and apart from Your relationship with SAIS.
- Advertise or solicit on these pages without SAIS's express written permission.
- Restricting inhibiting any other user from using and enjoying any service conducted on this Website;
- Upload, transmitting, distributing or otherwise publishing on the Website (i) any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent materials; (ii) any materials that infringe any intellectual property, publicity or privacy right of any third party; (iii) any materials that advertise or otherwise solicit funds or are a solicitation for goods and services; or (iv) any materials containing a computer virus or other harmful component.

Intellectual Property Rights and Limitations on Its Use

WORKCOMPINSURANCE.COM, SUPERIOR ACCESS and the Superior Access Logo are all service marks and/or copyrights owned by SAIS, ALL RIGHTS RESERVED. All materials published on this Website (the "Website Materials") are protected by copyright and are owned by SAIS or the party listed as the provider of the content, software or other materials.

UNAUTHORIZED COPYING, REPRODUCTION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING OR DUPLICATING ANY OF THE WEBSITE MATERIALS IS PROHIBITED. You may download or copy any downloadable Website Materials displayed on the Website for the specified uses only, provided that You maintain all copyright, trademark and other notices contained in such material and You agree to abide by all additional copyright notices, information or restrictions contained in any material accessed through the Website. Commercial use, copying, or unauthorized distribution of the Website Materials is prohibited without the prior written permission of SAIS. Except as may be otherwise indicated in specific documents on this Website, You are authorized to view, copy, print, and distribute documents within the Website, subject to Your agreement that:

- Your use is for informational and noncommercial purposes only;
- You will not modify the documents or graphics;
- You will not copy or distribute graphics separate from their accompanying text, nor will You quote materials out of their context;
- You will retain and display the copyright notice and any other proprietary notices on every copy You make;
- You acknowledge that SAIS has not conferred upon You by waiver, estoppel or otherwise, any license or right under any patent, trademark or copyright (except as expressly provided above).
- Any information You post to the Website becomes the property of SAIS. In addition, You agree that SAIS is free to use any ideas, concepts or techniques contained in any content You provide via or post on the Website for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products incorporating such ideas, concepts or techniques.

Dispute Resolution

Any controversy or claim arising out of or relating to our Website Use and Privacy Policy, or the breach of such policy, shall be settled by arbitration in accordance with the rules of the

American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the dispute.

Governing Law

The terms of this Website Use and Privacy Policy shall be governed by, construed and enforced in accordance with the laws of the State of California as applied to agreements made and to be performed entirely therein. Any action related to this Website shall be brought in either the state or federal courts in Orange County, California.

SAIS WEBSITE PRIVACY POLICIES AND PRACTICES – Effective October 23, 2009

Your privacy is important to Us, and our Website has been developed with that in mind. In this section We advise You of Our practices in collecting information on Our Website and the potential uses of it. Please note that this policy applies only to information collected via this Website, and other policies may apply to information that we collect from or about You or Your clients by other means.

Collection of Information

- Personally Identifiable Information Collected from E-mails and On-line Forms. We collect personally identifiable information of You and Your applicants for insurance (for example, name, email address, physical address, phone number, social security number, or other unique identifier, information to enable us to perform ACH transactions, including bank account information) when such information is provided by You in submitting and/or completing applications for insurance or other forms provided on our Website, in sending us an email from the Website, and in processing premium or commission payments. We may use such information to respond to Your inquiries, to send You follow-up information about products and services in which You have expressed an interest, to process financial transactions, or for other internal purposes.
- Statistical Information. Information is commonly collected on the Website for statistical purposes, and SAIS sometimes performs analyses of user behavior in order to measure customer interest in the various areas of our Website. We will disclose this information to third parties only in aggregate form.
- Automatically Collected Information. If You do nothing during Your visit but browse through the Website, read pages, or download information, We will gather and store certain information about Your visit automatically. SAIS uses cookies (a file placed on Your hard drive by the Website that allows it to monitor Your use of the Website). This information does not identify You personally. We use this information to help Us make the Website more useful to visitors, to learn about the number of visitors to the different sections of the Website, what information is of most and least interest, and how to enhance ease of use of Our Website, such as, the types of technology Our visitors use and system performance or problem areas. We automatically collect and store the following information about Your visit:
 - The Internet domain (for example, "xcompany.com" if You use a private Internet access account, or "Yourschool.edu" if You connect from a

university's domain) and IP address (an IP address is a number that is automatically assigned to Your computer whenever You are surfing the Web) from which You access our Website;

- The type of browser and operating system used to access the Website;
 - The date and time You access the Website;
 - The pages You visit;
 - If You linked to the Website from another website, the Internet address of that website; and
 - Similar Website usage information.
- Other Information We May Collect. Portions of our Website may allow You to subscribe to Our services, purchase products and services or request information electronically. In those instances, We will collect the information needed to fulfill Your order or request, just as though Your order or request had been made on paper. This may include personally-identifying information, such as tax identification numbers, bank account information, billing information like credit card numbers or billing addresses.

Security of Information

- Security Measures. We maintain physical, electronic and procedural safeguards to help protect Your nonpublic personal information, including any personal information You send to SAIS via the Website. However, electronic communications, including e-mail, may not be secure, and there is a risk that information You provide or send to Us may be accessed by unauthorized third parties when communicated between You and SAIS electronically. SAIS does not represent, warrant or guarantee that information You provide to Us will be protected against unauthorized access, loss, misuse or alteration, and SAIS cannot take any responsibility for unauthorized interception, collection or disclosure of such information by third parties.
- Detection of unauthorized intrusions. For site security purposes and to ensure that this service remains available to all users, Our computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Except for authorized law enforcement investigations and for purposes of monitoring and maintaining the security and integrity of this service, no other attempts are made to identify individual users or their usage habits.

Security of Information

- Security Measures. We maintain physical, electronic and procedural safeguards to help protect Your nonpublic personal information, including any personal information You send to SAIS via the Website. However, electronic communications, including e-mail, may not be secure, and there is a risk that information You provide or send to Us may be accessed by unauthorized third parties when communicated between You and SAIS electronically. SAIS does not represent, warrant or guarantee that information You provide to Us will be protected against unauthorized access, loss, misuse or alteration, and SAIS cannot take any responsibility for unauthorized interception, collection or disclosure of such information by third parties.
- Detection of unauthorized intrusions. For site security purposes and to ensure that this service remains available to all users, Our computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or

change information, or otherwise cause damage. Except for authorized law enforcement investigations and for purposes of monitoring and maintaining the security and integrity of this service, no other attempts are made to identify individual users or their usage habits.

Sharing of Personal Information

Sharing Information Gathered

- We do not disclose personally-identifying information about You or Your clients to third parties, except as permitted by law or with Your express consent. We may share information about You or Your clients in the normal business of conducting insurance operations when You become a Member of SAIS. For example, in connection with providing You with an insurance quote for Your client, processing, servicing, and administering Your client's insurance policy and information regarding Your client's claims, We may share information:
 - With a third party if the disclosure will enable that party to perform an administrative, technical, business, professional or insurance function for Us, including services in connection with joint marketing agreements We may have with third parties;
 - With a third party that performs services for Us, such as appraisals, audits, data processing or computer services, or for the detection of fraud or misrepresentations;
 - With our affiliated companies;
 - With insurance regulatory authorities and reporting agencies, including the California Department of Insurance, and other regulatory authority, law enforcement agencies or other governmental authorities upon their request or in order to protect Our interests in preventing or prosecuting fraud or other unlawful activities;
 - As otherwise permitted or required by law.

Your Right to Access and Amend Your Personal Information

You have the right to request access to the personal information that We record about You and Your clients. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom We have disclosed such information within 2 years prior to Your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to You by mail (for which we may charge You a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information that is in Our possession. The procedures that You must follow to request access to or an amendment of this information are as follows: To obtain access to the information: You should submit a request in writing to Superior Access Insurance Services, Inc., Attn: President, 5 Oldfield, Irvine, CA 92618. The request should include Your name, address, social security number, telephone number, policy or account number, and the recorded information to which You would like access. The request should state whether You would like access in person or a copy of the information sent to You by mail. Upon receipt of Your request, We will contact You within 30 business days to arrange providing You with access in person or the copies that You have requested. To correct, amend, or delete any of this information: You should submit a request in writing to Superior Access Insurance Services, Inc., Attn: President, 5

Oldfield, Irvine, CA 92618. The request should include Your name, address, social security number, telephone, number, policy or account number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of Your request, We will contact You within 30 business days to notify You either that We have made the correction, amendment or deletion, or that We refuse to do so and the reasons for the refusal, which You will have the opportunity to challenge.

Reservation of Right to Disclose Information

In connection with the potential sale or transfer of its assets or a merger, acquisition, divestiture or other reorganization, SAIS and its affiliates (if any), reserve the right to sell or transfer Your and Your client's personal information (including but not limited to name, address, age, sex, zip code, state and country of residency, and other information provided through other communications) to a third party entity.

Changes to This Website Privacy Policy

We reserve the right to make changes to this Website Privacy Policy from time to time. You should review this policy periodically to note whether we have updated its terms. If We make a change that we reasonably believe may materially affect how We collect, disclose or otherwise share personal information, We will post a separate notice to that effect on Our home page with a link to the revised policy.