

## TERMS OF USE

These terms of use are effective as of May 16, 2023

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These terms of use ("Terms") govern your access to and use of wcf.com, WCF's Safety App (the "Safety App"), WCF's portal ("Portal"), and other associated electronic account services (collectively "Website," "Site," "Safety App," "Portal," "System," or "Services"), which are operated by and on behalf of the entities that operate collectively under the brand name WCF Insurance ("WCF," "we," "us," or "our").<sup>1</sup>

WCF understands that your privacy is important. Use of our Services is governed by our [Privacy Policy](#). Please review it. By using our Services, you agree that we can process your information in the ways described in our Privacy Policy.

By using any of our Services, even just browsing the Website, you are accepting and agreeing to these Terms. If you do not agree with these Terms, do not use any of our associated Services. We reserve the right to change, modify, add, or remove portions of our Services and these Terms at any time and without notice. Please check for updated terms whenever you use our Services. If you use our Services after WCF has posted any changes, you are accepting those changes.

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<sup>1</sup> *WCF Insurance is the common brand mark and brand name for WCF Mutual Insurance Company, WCF National Insurance Company, and WCF Select Insurance Company.*

## **Account Registration and Use**

You may register for a wcf.com account or access other portions of the Site with information unique to a policy or claim. This may allow you to electronically access Services such as claim or policy related documents, audit information, billing-related notices, claim or safety information, documents, etc. If you do not agree with any of these Terms, do not create an account and do not access the Services.

Some Portal and Safety App Services require a username, phone number, email address, and a password, or login code for access. Access to these Services and other areas of the Site that require unique claim, policy, or security/authentication information is restricted. Any unauthorized use or access is strictly prohibited. By accessing restricted areas of the Site, you agree that you are responsible for maintaining the confidentiality of your policy information, username, password, and any security/authentication information. You may not share your password and security/authentication information with or transfer this information to anyone. You are responsible to safeguard your username, password, claim, policy, and security/authentication information. You agree that you are solely responsible for any activities, actions, or charges, even if you haven't authorized such actions. By accessing the Site, you agree and represent that you are authorized to and have authority to obtain the report(s), perform the function(s)/transaction(s), or to engage in the activities that WCF offers. You further understand that WCF will not confirm the authority of the person(s) obtaining report(s), performing function(s)/transaction(s), or engaging in activities via WCF's Services.

You must immediately notify WCF of any unauthorized, negligent, or inadvertent use of your username, password, claim, policy, security/authentication information, or any other breach. WCF will not be liable for any loss that you may incur due to someone else using your username, password, claim, policy, or security/authentication information, even if it is without your knowledge or consent. You are responsible for and agree to indemnify and hold WCF, its affiliates, officers, employees, agents, and directors harmless from and against, any and all claims, debts, losses, liabilities, demands, obligations, actions, alleged claims, litigation, damages, judgments, fines, penalties, expenses, and costs (including, reasonable attorneys' fees) caused by, arising out of, or resulting from the use of your username, password, claim, policy, or security/authentication information, or access to the System by any person you provide this information to either intentionally or unintentionally, directly or indirectly.

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You understand that by using some of WCF's Services, WCF will receive certain information about the communications and content that you send, receive, access, or otherwise engage. You unconditionally agree and consent to WCF's receipt, collection, use, storage, and disclosure of that information as described in our Privacy Policy and elsewhere in these Terms.

Any online insurance quotes are estimates only, based in part on preliminary information that you provide as well as information from consumer reporting agencies, and other third parties. When you complete your online quote, the information you provide may be verified. We may

obtain additional information, including but not limited to your payroll, claims, and insurance history. You may also be asked to provide additional underwriting information. Premium, coverages, eligibility, etc. are subject to change based upon information obtained as part of the verification process.

### **Indemnification**

You agree to defend and indemnify WCF, its affiliates, officers, employees, agents, and directors from and against any and all claims, debts, losses, liabilities, demands, obligations, actions, alleged claims, or litigation, damages, judgments, fines, penalties, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by, arising out of, or resulting from your use of the Site and the Material contained on the Site in a manner not expressly authorized by these Terms or in a manner that violates these Terms, any law, or the rights of a third-party.

### **Limitation of Liability**

Your use of the Site and any Material contained on the Site is at your own risk. **WCF DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, AND/OR EXEMPLARY DAMAGES CAUSED BY, ARISING OUT OF, AND/OR IN ANY WAY CONNECTED WITH FUNCTIONALITY, OPERATION OF, ACCESS TO, USE OF, OR RELIANCE ON THE SITES OR THE MATERIAL (EVEN IF WE OR OUR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARE CAUSED BY AND/OR ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SITE OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE OR MATERIAL.**

### **Integration and Severability**

These Terms along with the Privacy Policy constitute the entire agreement between WCF and you with respect to the Site and Material. These Terms supersede all prior or contemporaneous agreements, terms, communications, or proposals with respect to the Site and Material. If any provision of these Terms or the Privacy Policy are determined to be invalid or unenforceable, all other provisions thereof will remain in full force and effect.

### **Choice of Law**

These Terms and your agreement to these Terms will for all purposes be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Utah, without regard to its conflicts of law provisions. Exclusive jurisdiction for any claim or action arising out of or relating to these Terms or use of the Site and Material will be in the state or federal courts located in Salt Lake County in the State of Utah. By using the Site, you hereby submit to the exercise of personal jurisdiction of these courts for the purpose of litigating any such claim or action.