

#### **ONLINE SERVICES TERMS OF USE**

## Acceptance of the Terms of Use

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Please read the Terms of Use carefully before you start to use the Online Services. By using the Online Services or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Online Services.

The Online Services are a tool that some may find helpful to access and evaluate the Company's products and services. You should consult with a professional such as an insurance advisor to obtain a more detailed evaluation of your needs. You should not base an insurance decision solely on the information you receive from using the Online Services.

# **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Online Services thereafter.

Your continued use of the Online Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page, or the terms of use section of any mobile application, from time to time so you are aware of any changes, as they are binding on you.

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You may use the Online Services only for lawful purposes and in accordance with these Terms of Use. Additionally, you agree not to:

- Use the Online Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Online Services, including their ability to engage in real time activities through the Online Services.
- Use any robot, spider, or other automatic device, process, or means to access the Online Services for any purpose, including monitoring or copying any of the material on the Online Services.
- Use any manual process to monitor or copy any of the material on the Online Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Online Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Online Services, the server on which the Online Services is stored, or any server, computer, or database connected to the Online Services.
- Attack the Online Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Online Services.

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# **Changes to the Online Services**

We may update the content on the Online Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Online Services may be out of date at any given time, and we are under no obligation to update such material.

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Company may from time to time in its sole discretion develop and provide Online Services updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Mobile Device is connected to the internet either:

- the Application will automatically download and install all available Updates; or
- you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Online Services or portions thereof may not properly operate should you fail to do so. You further agree that all

Updates will be deemed part of the Online Services and be subject to all terms and conditions of these Terms of Use.

### **Passwords and Account Security**

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Online Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or on a public wireless network so that others are not able to view or record your password or other personal information. You are responsible for all activities that occur on the Online Services utilizing your access credentials.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **Linking to the Online Services and Social Media Features**

The Online Services may provide certain social media features that enable you to:

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If the Online Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Online Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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## **Governing Law and Jurisdiction**

All matters relating to the Online Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Online Services shall be instituted exclusively in the federal courts of the United States or the Court of Common Pleas of Columbia County, Pennsylvania. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

# **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **Entire Agreement**

The Terms of Use constitute the sole and entire agreement between you and Company regarding the Online Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Online Services.

# **Your Comments and Concerns**

The Online Services are operated by Millville Insurance Companies.

All other feedback, comments, requests for technical support, and other communications relating to the Online Services should be directed to: assistance@millvillemutual.com.