

# Terms of Service

This web page represents a legal document that serves as our Terms of Service and it governs the legal terms of our website, <http://www.hrtinsurancegroup.com>, sub-domains, and any associated web-based and mobile applications (collectively, "Website"), as owned and operated by HRT Insurance Group, LLC.

Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. This Terms of Service, along with our Privacy Policy, any mobile license agreement, and other posted guidelines within our Website, collectively "Legal Terms", constitute the entire and only agreement between you and HRT Insurance Group, LLC, and supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein. We may amend our Legal Terms at any time without specific notice to you. The latest copies of our Legal Terms will be posted on our Website, and you should review all Legal Terms prior to using our Website. After any revisions to our Legal Terms are posted, you agree to be bound to any such changes to them. Therefore, it is important for you to periodically review our Legal Terms to make sure you still agree to them.

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The last update to our Terms of Service was posted on August 4, 2017.

## **Definitions**

The terms "us" or "we" or "our" refers to HRT Insurance Group, LLC, the owner of the Website.

A "Visitor" is someone who merely browses our Website, but has not registered as Member.

A "Member" is an individual that has registered with us to use our Service.

Our "Service" represents the collective functionality and features as offered through our Website to our Members.

A "User" is a collective identifier that refers to either a Visitor or a Member.

All text, information, graphics, audio, video, and data offered through our Website are collectively known as our "Content".

### **Use License**

- a. Permission is granted to temporarily download one copy of the materials (information or software) on HRT Insurance Group, LLC's Website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
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  - iii. attempt to decompile or reverse engineer any software contained on HRT Insurance Group, LLC's website;
  - iv. remove any copyright or other proprietary notations from the materials; or
  - v. transfer the materials to another person or "mirror" the materials on any other server.
- b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by HRT Insurance Group, LLC at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

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HRT Insurance Group, LLC has no duty to keep track of any products published, transferred, or connected to or with the Site. If you think that something on the Website breaches these Terms please contact our marked representative as set forth below.

If alerted by a User of any products which allegedly do not conform to these Terms, HRT Insurance Group, LLC could in its single discernment explore the allegation and figure out whether to take other actions or ask for the removal or get rid of the Content. HRT Insurance Group, LLC has no liability or duty to Individuals for efficiency or nonperformance of such activities.

### **Electronic Communication**

You are connecting with us electronically when you go to the Website or send out emails to us. You consent to get interactions from us online. We will connect with you by email or by uploading notifications on the Site.

### **Your Account**

If you utilize the Website, you are accountable for maintaining the confidentiality of your account and password and you accept responsibility for all activities that happen under your account and password. You also accept not to reveal any personally identifiable information, consisting of, however not limited to, first and last names, credentials, or various other details of a personal nature ("Personal Data") from the Site. Your disclosure of any Personal Data on the website might result in the immediate termination of your account. HRT Insurance Group, LLC additionally reserves the right to refuse service, terminate accounts, and remove or edit Content at its sole discernment.

HRT Insurance Group, LLC does not guarantee the truthfulness, precision, or dependability of Content on the site, consisting of Personal Data. Each Individual is accountable for upgrading and changing any pertinent account info when essential to preserve the truthfulness, precision, or reliability of the details.

### **Reviews, Comments, and Other Material**

Registered Users of the Website might post evaluations and remarks of a product and services purchased by means of the Website, so long as the Material is not unlawful, profane, threatening, defamatory, an invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not include industrial solicitation, mass mailings, or any type of "spam." You may not use

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If you post an evaluation or send comments, and unless HRT Insurance Group, LLC suggests otherwise, you grant HRT Insurance Group, LLC a nonexclusive, royalty-free, permanent, irrevocable, and completely sublicensable right to utilize, recreate, modify, adjust, release, equate, create derivative works from, distribute, and screen such content throughout the world, in any media. You grant HRT Insurance Group, LLC and sublicensees the right to utilize your name in connection with such Material, if they choose. You represent and require that You own or otherwise control all the rights to the content that You post; that the content is accurate; that use of the content You supply does not violate this policy and will not trigger injury to anyone or entity; which You will indemnify HRT Insurance Group, LLC for all claims resulting from Content You supply. HRT Insurance Group, LLC has the right but not the commitment to edit and keep track of or eliminate any task or Material. HRT Insurance Group, LLC takes no duty and assumes no liability for any content published by You or any 3rd party.

### **Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. HRT Insurance Group, LLC reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

### **Intellectual Property**

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner. Our Website is also protected under international copyright laws. The copying, redistribution, use or publication by you of any portion of our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

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### **Links to Other Websites**

Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. HRT Insurance Group, LLC has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

### **Site Terms of Service Modifications**

HRT Insurance Group, LLC may revise these Terms of Service for its Website at any time without notice. By using this Website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

### **Governing Law**

Any claim relating to HRT Insurance Group, LLC's Website shall be governed by the laws of Alabama without regard to its conflict of law provisions, and You consent to exclusive jurisdiction and venue in such courts.

### **Indemnity**

You accept defend, indemnify, and hold safe HRT Insurance Group, LLC, its affiliates, and their corresponding officers, directors, agents and workers, from and against any claims, actions or demands, including without limitation affordable legal, accounting, and other provider charges, affirming or resulting from (i) any Content of most material You offer to the Site, (ii) Your use of any Content, or (iii) Your breach

of the terms of these Terms. HRT Insurance Group, LLC will provide notice to You promptly of any such claim, match, or case.

### **General Terms**

Our Legal Terms shall be treated as though it were executed and performed in Alabama and shall be governed by and construed in accordance with the laws of Alabama without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of HRT Insurance Group, LLC under our Legal Terms shall survive the termination of our Legal Terms.