

TERMS AND CONDITIONS FOR CSAA INSURANCE EXCHANGE WEBSITES

Last Updated: July 24, 2020

WEBSITE TERMS OF USE

OUR WEBSITE TERMS AND CONDITIONS HAVE BEEN UPDATED AS OF JULY 24, 2020. PLEASE READ OUR SUMMARY OF THE CHANGES [HERE](#)

Please read this Terms of Use agreement ("Terms") carefully before using this website.

Your use of the Site (as defined below) constitutes your agreement to these Terms. These Terms are between you ("you") and CSAA Insurance Exchange; CSAA General Insurance Company; CSAA Fire & Casualty Insurance Company; CSAA Affinity Insurance Company; CSAA Mid-Atlantic Insurance Company; and CSAA Mid-Atlantic Insurance Company of New Jersey ("Company," "we," "us" or "CSAA Insurance Group") concerning your use of the online site currently located at csaa-insurance.aaa.com together with any successor site(s), the CSAA Insurance Group branded Mobile Applications (as defined below), MyPolicy (as described in Paragraph 6 of these Terms) all Services (as defined below), and any other of our websites that link to these Terms (collectively the "Site").

1. Updates to Terms; Changes to Site. The Site is made available by Company subject to these Terms. We reserve the right to update or make changes to these Terms from time to time in our sole discretion without prior notice. We may provide notice of the changes to you by any reasonable means, including without limitation by posting the revised version of these Terms on the Site. You can determine when these Terms were last revised by referring to the "*Last Updated*" legend at the top of these Terms. Your continued use of the Site after such changes will indicate your acceptance of such changes. Notwithstanding the foregoing, any changes to these Terms will not apply to any dispute between you and Company arising prior to the date on which Company posted the revised version of these Terms incorporating such changes or otherwise notified you of such changes. These Terms apply to your use of this Site and do not change or alter any other contract, policy or agreement between you and CSAA Insurance Group.

When using any Services or Mobile Application (as defined below), you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such Services or Mobile Application, which are hereby incorporated by reference into these Terms.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in

connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that neither we nor any of our affiliates (collectively, "Affiliated Entities") shall be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, in whole or in part, or of any Service, Mobile Application, content, feature, or product offered through the Site.

2. Jurisdictional Issues. The Site is controlled and operated by Company from the United States, and is not intended to subject Company to the laws or jurisdiction of any state, country, or territory other than that of the United States. Company does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules, and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion. Not all products or services described on the Site are available in all states or territories.

3. Description of the Services and Mobile Application. We provide users of the Site with access to certain content and services related to insurance, which may include, without limitation: (a) services such as the ability to request information regarding insurance coverage or to request a call from an insurance agent, and links to third party websites; (b) content such as photographs, graphics, images, text, data and other similar content; (c) requests for a quote for insurance service; (d) ability to view current policy, billing and claims information; and (e) certain online payment functionality (such content and services, collectively, the "Services").

4. Mobile Application. From time to time, we may provide our policyholders with the ability to download and use a mobile application that allows users to view on their iOS or Android device certain content, which may include, without limitation: (a) information regarding their current insurance coverage; (b) ability to view current policy, billing, payment and claims information; (c) certain online payment functionality; and (d) the location of Direct Repair Network shops ("Mobile Application").

5. Texting Terms and Conditions. The following terms apply to text messages sent by or on behalf of CSAA Insurance Exchange and/or its subsidiaries (CSAA Insurance Group, a AAA Insurer). Text messages for Billing, Payment and Policy alerts regarding a customer's policy may be sent through the SMS and/or MMS messaging service (the "Texting Service"). The frequency of these text messages may vary.

Text messages may be sent using an automatic dialing system. Message and data rates may apply. If you have questions about your text plan or data plan, contact your wireless provider.

If your phone number changes or you want to use a different phone number, you must either contact us at 800.207.3618 to update your information or update your information using MyPolicy <https://mypolicy.digital.csaa-insurance.aaa.com/login>

You are not required to receive text messages from us. To unsubscribe at any time from the Texting Service, reply "STOP" to any text message we send you. If you do, you may receive a text message confirming that you have unsubscribed.

After that, you will no longer receive text messages from us, but this may prevent you from receiving helpful and important information about your policy(ies) and our services.

If you have any questions or concerns about the Texting Service, you can contact us at 800.207.3618. For help, you can also reply "HELP" to any text message we send you.

Neither we nor the mobile wireless carriers are responsible for delayed or undelivered messages. Text messaging may not be available with all carriers.

6. Rules of Conduct. While using the Site, you will comply with all applicable laws, rules, and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the Site pursuant to Section 20 below. You agree that you will not:

- Post, transmit, or otherwise make available, through or in connection with the Site:
 - any material that would give rise to criminal or civil liability; or
 - any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including without limitation any representative of Company; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site).
- Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes any portion of, use of, or access to the Site.

- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or from materials originating from the Site.
- Frame or mirror any part of the Site without Company's express prior written consent.
- Create a database by systematically downloading and storing Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without Company's express prior written consent. Notwithstanding the foregoing, Company grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Company reserves the right to revoke these exceptions either generally or in specific cases.

Additionally, you acknowledge and agree that you (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site, and paying all charges related thereto.

7. My Policy. MyPolicy is a self-service web site for AAA insurance policyholders and can be accessed at csaa-insurance.aaa.com/mypolicy or through the Company's website at csaa-insurance.aaa.com. MyPolicy makes it easy to manage your auto and property insurance online. You may also access the MyPolicy website from AAA.com/MyPolicy or your AAA Club's website by finding Manage MyPolicy or Manage My Insurance, usually under the Insurance tab, depending on Your AAA Club's website. You can make secure one-time payments, set up automatic payments for policy renewals, print proof of insurance ID cards, view your policy details including discounts, view insurance and billing documents, view information about auto glass claims you have made under your policy and submit photographs and materials related to an auto glass claim. You may register for services on MyPolicy which will allow you, among other things, to electronically view your policy related documents and/or billing-related notices and documents. In order to access these services, as part of the registration process, you will need to link your policy or policies to your MyPolicy account. If you cancel your insurance policy before you register on MyPolicy, you will not be able to access MyPolicy.

8. MyPolicy Registration. If you are a AAA club member, you can access MyPolicy through your club's website by first registering on your AAA club's website and then creating an account on MyPolicy. You may also access MyPolicy and create an account directly through the Company's website at csaa-insurance.aaa.com. When you create an account on MyPolicy, you agree to be bound by these Terms. If you do not agree with these Terms, then you should not create an account on MyPolicy. We

reserve the right, at our sole discretion, to change or discontinue, temporarily or permanently, the online services and features available through MyPolicy at any time without notice. If you cancel your insurance policy before you have established an account on MyPolicy, you will not be able to register for access to MyPolicy. As part of creating an online account for MyPolicy, you will need to link your insurance policies with your account by providing the policy numbers. You will provide your email address and driver's license number and create a password. You will need to use this email address and password to access the contents on MyPolicy. In accessing MyPolicy by using your email address and password, you agree that you are responsible for maintaining the confidentiality of your email address and password. You may not share your password with or transfer your password to any third party. Remember to choose a strong password, including numbers, capital letters, special characters, etc., that is not typically found in a dictionary. If you believe that your email address and password has been obtained by someone else or that unauthorized access to your account with MyPolicy has or may occur, you must notify us immediately. You are responsible for all uses of your email address and password, and any and all related charges, whether or not authorized by you. We are entitled to act on instructions received through your user name and password. We will not be liable for any loss that you may incur as a result of someone else using your password or user name, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your name or password.

9. Self-Service and Digital Upload Features. We may offer online services from time to time that permit you to submit digital content (like photographs and videos) and other information to us online, for example:

- an online form for initiating a glass claim in My Policy,
- a service for uploading videos related to a claim ("Claimporter"), and
- a service for submitting photos of your home or possessions so that we can inspect them remotely.

In addition to the general Rules of Conduct above, please note the following additional terms that apply to use of any self-service or digital upload services that we offer:

- you must be 13 years of age or older;
- follow any instructions on the upload or submit page;
- submit only information directly related to your claim or policy;
- you must be the copyright holder or have permission of the owner to submit the content;
- you are not required to capture photographic or video content related to your claim. If you choose to do so, you are responsible for respecting all applicable laws and the rights of others, including any restrictions on recording others;
- We may use any uploaded content for any business purpose, including the investigation, evaluation and resolution of your claim. See the [Company's Privacy Policy](#) (the "Privacy Policy");
- Digital submissions may contain location data, metadata, and any other information that you may not be aware is being transmitted. We may use all such information for the same purposes as your uploaded content;

- any content that you upload must be complete and accurate.

Please note the following additional points regarding claims self-service features:

The capture or display of any information related to a claim through a claims self-service feature does not mean that the information is verified or final, or that coverage applies to the claim. Claims will be investigated and evaluated in accordance with the terms and conditions of the policy and applicable law.

Any description of your coverages that is provided through a self-service claim feature does not prevail over your Declarations page, which describes the coverages you have purchased. Please read your policy and Declarations page for complete information on your policy's coverages. If there is any conflict between your policy, your Declarations page and the information listed on a claims self-service feature, the provisions of the policy together with the Declarations Page shall control.

If you cancel your policy with us, access to any claim self-service features may be discontinued. You will continue to receive communications and correspondence via telephone and mail.

If you have questions about your claim, you should contact your assigned adjuster.

10. Paperless Electronic Delivery of Policy Documents and Bills. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper in connection with your enrolled policy of insurance with us. These include insurance documents, notices, records and information including privacy notices we are required to provide to you under applicable law ("Documents") and bills for insurance premiums and related fees ("Bills"). We may provide this information to you electronically, instead, with your prior consent.

By enrolling in the paperless delivery of Documents and/or Bills, you agree and consent to having CSAA Insurance Group electronically deliver Documents and/or Bills throughout the term of your policy insurance including after all renewals of your policy and/or modifications to your policy. Your enrollment also acknowledges that you have read, understand and agree to these Terms including, in particular, this Section 10, Paperless Electronic Delivery of Policy Documents and Bills, and you acknowledge that you have read, understand, and agree to the Terms and this Section 10 and consent to receive Documents and/or Bills, as you indicated to us, in electronic format. This agreement is effective immediately when CSAA Insurance Group receives your consent to paperless electronic delivery of Documents and Bills and will continue during the life of your policy with CSAA Insurance Group including during any renewals of your policy and after any modifications or changes have been made to your policy. Your electronic delivery preference will be implemented within a reasonable time after it is received. You will receive these electronic Documents and/or Bills instead of paper documents. You may also receive some Documents and/or Bills in print and by paperless delivery for a period of time as we implement the paperless delivery capability. In certain situations, including if you did not use MyPolicy to make your election to receive paperless electronic delivery of Documents and/or Bills, we may contact you to ask that you re-enroll through MyPolicy to continue your election for electronic delivery of Documents and Bills.

You will receive a confirmation email from us and/or a confirmation screen will be displayed for you once you consent to transacting business electronically with us. You will receive an email when the Documents and/or Bills are available and you can view them by logging into MyPolicy with your user name and password. All Documents and Bills will be delivered to you electronically through MyPolicy unless we are required to send you paper copies under applicable law. Examples of such Documents that may require paper copies are cancellation notices, and in some states, ID cards. At any time while these Terms are effective, you may obtain a paper copy of a particular Document or Bill at no charge by calling CSAA Insurance Group to request a copy during regular business hours at the following numbers:

- CA policyholders: 800.922.8228
- DC, DE, MD, NJ, PA, VA policyholders: 888.222.0094
- All other states: 800.207.3618

You may withdraw your consent at any time by changing your delivery preferences online, calling us at the above phone numbers or visiting your local AAA office. There is no fee to withdraw your consent to receive paperless Documents and Bills. However, withdrawal of your consent to receive paperless Documents and Bills could impact your eligibility for certain discounts on your insurance premium. After the termination is processed by us, which may take up to ten (10) days, all future Documents and/or Bills, as the case may be, will be provided to you in paper form. Withdrawal of your consent shall not affect the legal enforceability of Documents or Bills provided to you before the effective date of the cancellation. However, withdrawal of your consent to receive both Documents and Bills electronically may result in the removal of a discount that has electronic delivery of Documents and Bills as one of the requirements to be eligible to receive the discount.

Your consent to receive paperless Documents and/or Bills will continue after any modification or renewal to your policy. CSAA Insurance Group retains the right to provide any disclosure, communication, record or other information in paper copy, if it so chooses.

If your email address becomes invalid or if you provide an invalid email address, your consent may be deemed to be withdrawn. You are responsible for providing true, accurate, and complete electronic communication information, including email addresses and other contact information, and you are responsible for promptly updating and maintaining this information. You may update your information, such as change your email address, at any time by accessing MyPolicy at csaa-insurance.aaa.com/mypolicy.

In order to access, view and retain electronic Documents and Bills that we make available to you, you must have a device that will connect to the Internet, access to an email account and access to an internet browser. Access to Adobe products will be necessary for you to view, download and print paperless Documents and Bills. You will need a printer if you wish to print out your documents and sufficient electronic storage capacity on your computer or other device to retain Documents and/or Bills electronically.

If there is a change in the hardware or software necessary to access electronic communications, disclosures, records and other information from CSAA Insurance

Group, and the change would create a material risk that you would not be able to access or retain such electronic records, CSAA Insurance Group will provide you with notice of the revised hardware or software requirements. Your continued use of CSAA Insurance Group's services or products reaffirms your consent to receive information and records electronically.

You are responsible for accessing, opening, and reading your Documents or Bills. When you enroll in paperless Documents and/or Bills, your Documents and Bills will remain available as long as the policy is in force. Any Documents that are endorsements or amendments to your policy and/or Bills will be accessible through MyPolicy for your current policy term and one prior policy term. Bills will remain available for twenty-four (24) months after the Bill date. While they're available online, you can print your policy Documents and/or Bills or save them to your computer for any future access. Electronic Documents and Bills have the same legal effect as printed ones. If you cannot access or read any Documents or Bills, you must contact CSAA Insurance Group.

We reserve the right, in our sole discretion, to discontinue the provision of paperless Documents and/or Bills, or to terminate or change the terms and conditions in this Section 10 under which we provide paperless Documents and/or bills or transact business electronically. We will provide you with notice of any such termination or change as required by law.

CSAA Insurance Group does not warrant that the delivery of electronic Documents and Bills will be uninterrupted or error free. We are not liable for: any loss or damage arising from problems with your equipment or your telecommunications provider; your failure to meet your responsibilities as outlined in this Section 10, Paperless Electronic Delivery of Policy Documents and Bills; or any equipment problems or other occurrences beyond our reasonable control.

IMPORTANT STATE SPECIFIC DISCLOSURES

For Kentucky policyholders, you are entitled to the following options with regard to electronic delivery of Documents and Bills:

- To continue to receive delivery of the policy and all notices in hard copy;
- To receive delivery of the policy electronically, but to receive all notices in hard copy; or
- To receive delivery of the policy *and* all notices electronically.

For Kentucky policyholders, we are also required to provide the following disclosures to you:

The policyholder who elects to allow for this policy, notices and communications to be sent to the electronic mail address provided by the policyholder should be aware that the election operates as consent by the policyholder for all notices to be sent electronically, including notice of nonrenewal and cancellation. Therefore, the policyholder should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

11. Requests for Information. We may provide you, through the Site, with the ability to request a quote or other information regarding certain products or services; however, we are not obligated to fulfill such requests. You may not be eligible for all products and services described on the Site, and we reserve the right to determine such eligibility as permitted by law. Certain products or services may be subject to specific terms, conditions, representations or agreements. All quotes provided in connection with the Site are estimates based upon information you provide, and are not a contract, binder, or agreement to extend insurance coverage. Any coverage descriptions provided in connection with the Site are general descriptions of available coverage and are not a statement of contract. To obtain coverage you must submit an application. All applications are subject to underwriting approval.

12. Information Submitted Through the Site. Your submission of information through or in connection with the Site ("Submissions") is governed by the [Company's Privacy Policy](#), and is incorporated into these Terms through this reference. You represent and warrant that your Submissions are and shall remain true, accurate, and complete, and that you will maintain and update your Submissions regularly. You agree that if any of your Submissions are false, inaccurate, obsolete, or incomplete, we may terminate your use of the Site, the Mobile Application, and/or any of the Services

13. Accuracy of Information. We attempt to ensure that information provided on or in connection with this Site is complete, accurate, and current. Despite our efforts, such information may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy or currency of such information.

14. Monitoring. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, at our discretion: monitor Submissions and/or disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to (a) operate the Site; (b) protect the Company, the Affiliated Entities and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers, and service providers, and the Site's users and visitors; (c) comply with legal obligations or governmental requests; or (d) enforce these Terms.

15. Company's Proprietary Rights. The information and materials made available through the Site, including the Services and Mobile Application, are and shall remain the property of Company and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with these Terms, and solely for so long as you are permitted by Company to access and use the Site, you may view one (1) copy of any content on the Site to which we provide you access hereunder on any single computer solely for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices. Except as expressly authorized in advance by Company in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site. All trademarks and service marks on the Site

not owned by Company are the property of their respective owners, including without limitation the AAA emblem and other marks of the American Automobile Association. The trade names, trademarks, and service marks presented on this Site, whether registered or unregistered, may not be used in connection with any product or service without the permission of the owner. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade names, trademarks, or service marks presented on this site without the express prior written consent of the owner.

16. Links. The Site may provide links to other websites and online resources. Because Company has no control over such sites and resources, you acknowledge and agree that Company and the Affiliated Entities and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers, and service providers are not responsible for the availability of such external sites or resources, and Company and the Affiliated Entities and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers, and service providers neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other websites may provide links to the Site with or without our authorization. You acknowledge and agree that Company and the Affiliated Entities and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers, and service providers do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Company shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

17. Disclaimer of Warranties. THE SITE AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. COMPANY AND THE AFFILIATED ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION THIRD-

PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

18. Limitation of Liability. COMPANY AND THE AFFILIATED ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, COMPANY AND THE AFFILIATED ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY COMPANY OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors, and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at iewebsupport@csaa.com with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

19. Indemnity. You agree to defend, indemnify, and hold harmless Company and the Affiliated Entities and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers, and service providers, from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site; or (b) any violation of these Terms by you.

20. Termination. These Terms are effective until terminated. Company, in its sole discretion, may terminate your access to or use of the Site at any time and for any

reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Company may immediately deactivate or delete your password, user name and all related information and files associated with them, and/or bar any further access to such information or files. You agree that Company and the Affiliated Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

21. Governing Law; Jurisdiction. These Terms are governed by and shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflicts of law. You agree to exclusive jurisdiction of the federal and state courts located in Contra Costa County, California, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts.

22. Contact Us. If you have any questions regarding the meaning or application of these Terms, please direct such questions to iewebsupport@csaa.com. Please note that email communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your email correspondence with us.

23. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is widely available including on [OnGuard Online](#), a website managed by the Federal Trade Commission. Please note that Company does not endorse any of the products or services listed at such site.

24. Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us by writing to Policyholder Relations, CSAA Insurance Group, Mailstop W420, 3055 Oak Road, Walnut Creek, CA 94597, or by calling us at (800) 922-8228 or sending a fax to (877) 234-0494. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

25. Ability to Enter Into These Terms. By using the Site, you affirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.

26. Underwriting Companies. We write our insurance through the following companies:

- CSAA Insurance Exchange
P.O. Box 23324
Oakland, CA 94623-9933
NAIC # 15539
State of Domicile: California

- CSAA Fire & Casualty Insurance Company*
P.O. Box 23324
Oakland, CA 94623-9933
NAIC # 10921
State of Domicile: Indiana

- CSAA General Insurance Company*
P.O. Box 23324
Oakland, CA 94623-9933
NAIC # 37770
State of Domicile: Indiana

- CSAA Affinity Insurance Company
P.O. Box 23324
Oakland, CA 94623-9933
NAIC # 11681
State of Domicile: Pennsylvania

- CSAA Mid-Atlantic Insurance Company
P.O. Box 23324
Oakland, CA 94623-9933
NAIC # 10675
State of Domicile: Pennsylvania

- CSAA Mid-Atlantic Insurance Company of New Jersey
P.O. Box 23324
Oakland, CA 94623-9933
NAIC # 42960
State of Domicile: New Jersey

* Please use the "*Contact Us*" tab, above, for consumer contact information that will expedite our ability to serve you. The state-defined principal office for this company in Indiana is located at 450 E. 96th Street, Suite 500, Indianapolis, IN 46240, but business is not conducted at this office.

27. Miscellaneous. These Terms do not, and shall not be construed to create, any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Company. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire agreement between you and Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you may be made via posting to the Site, by email, or by regular mail, in Company's discretion. The Site may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failures to fulfill any obligations due to causes beyond its control.