

Terms and Conditions of Service

The NASW Assurance Services, Inc. (ASI) provides insurance information and related services on the <https://naswassurance.org> website (the “Website”), offering qualified NASW members insurance coverage at a reasonable cost through its online application service, in accordance with these Terms and Conditions of Service (the “Agreement”).

ASI may, without prior notice, from time to time, add to, delete from, or modify this Agreement. Any additions, deletions, or modifications to the operating rules or policies set forth in this Agreement will be published by ASI on the Website. The amended Terms and Conditions will be deemed accepted by you (“User” or “you”) the first time that you use the Website after the amended Agreement is posted on the Website. This Agreement and amendments hereto comprise the entire agreement between User and the Trust. If you do not agree to each term and condition contained within this Agreement, you are not authorized to use and/or access the Website in any manner or form.

The Website

This Website, along with any information, data, material, and/or service contained at the Website, is provided for informational purposes only. References to any benefits or services are not intended to constitute offers to sell, or solicitation in connection with, any product or service. Some benefits may not be available in all jurisdictions. Anyone interested in a particular benefit or service should e-mail ASI or contact a designated agent to find out whether the benefit or service is available in his or her jurisdiction. It is up to you as a prudent reader to understand and determine on your own what you need to do in order to make informed decisions in connection with matters discussed on the Website. Nothing at this Website can alter or amend the terms of any insurance policy or contract, which shall govern in all instances.

Your Use of the Website

You are granted a non-exclusive, non-transferable, revocable, limited license to access and use the Website in accordance with this Agreement. You may only use the Website for your personal, non-commercial use. No part of the Website, including information, documents, data, or other materials, may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not take any action that imposes an unreasonable or disproportionately large load on the Website or ASI network infrastructure. ASI reserves any rights not explicitly granted in this Agreement. Any breach of this Agreement will lead to immediate termination of your rights to access and use this Website. Moreover, ASI may terminate this license, and your access to the Website, at any time for any reason.

Proprietary Rights

The content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services, and other matters related to the Website are protected under applicable copyrights, trademarks, and another proprietary (Including but not limited to intellectual property) rights. You cannot modify, reformat, copy, display, transmit, publish, license, create derivative works from, transfer or sell any information, document, product, or service obtained from the Website. You do not acquire ownership rights to any content, document, software, services, or

other materials viewed and/or accessed through the Website. The posting of information and/or materials on the Website does not constitute a waiver of any right in such information and/or materials by ASI.

Privacy

For an explanation of our privacy policy related to the collection, use and storage of our Users' information, please read our [Privacy Policy](#).

User agrees to indemnify and hold ASI harmless for accessing and disclosure of information, including user names, if ASI believes in good faith that such action is reasonably necessary to comply with applicable laws and lawful government requests, to operate its systems properly, or to protect itself, its users, or others. User understands the nature of the Internet and that communications can be intercepted and agrees to hold ASI harmless for any loss and/or damages associated with lost, misrouted, or intercepted data.

External Links

The Website may contain links to other Internet sites, insurance companies, and Advertisers of the Service. ASI is not responsible for the accessibility of these outside forms, their resources, content, products, and/or services. ASI is not responsible for (nor does it endorse) any of the content, advertising, products or services, or other materials available on such sites or at such locations, other than those benefits, products, and services sponsored by ASI. Under no circumstances shall ASI be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by use of or reliance on any content, goods, or services available on such sites or at such locations.

User Conduct

Users may have opportunities to complete online registrations, use interactive forms, and/or engage in community forums while using the Website. To ensure users do not offend the rules of common decency, you agree to the following when using the Website:

1. You agree not to transfer, reveal or otherwise give your password to any other party;
2. You will not stalk, harass, threaten or abuse other users;
3. You will not post any content that may be deemed: obscene, hateful, or offensive on racial, ethnic, sexual, or any other grounds; abusive, profane, harmful, vulgar or distasteful; or defamatory, libelous, or tortuous to another party or ASI;
4. You will not post any content that infringes upon the intellectual property or rights of another party. By posting any content, you warrant and represent that you own, or have received permission for, the respective intellectual property rights to such content;
5. You will not attempt to gather any screen names or e-mail addresses for any commercial use;
6. You will not send any unsolicited advertising, promotional information, e-mail, or other solicitation through the Website; and

7. You will not engage in any activity that is illegal under applicable law while using the Website.

ASI explicitly disclaims any liability or responsibility with regards to opinions or information posted on the Website by users. ASI does not actively monitor the Website for inappropriate content, and does not, as a matter of course, undertake editorial control of the content posted by users. Notwithstanding the foregoing, ASI reserves the right, in its sole discretion, to edit or delete any content appearing on the Website.

Indemnification

User agrees to indemnify and hold harmless ASI, and its parents, subsidiaries, agents, affiliates, employees, attorneys, directors, and officers from any liability, claim, loss, damage, demand, or expenses (including attorney's fees) arising from, or in connection with, User's use of the Website.

Disclaimer of Warranties

User expressly agrees that use of the Website, including use of services, is at the user's sole risk. The Website is provided on an "*as is*" and "*as available*" basis. ASI expressly disclaims all warranties of any kind, whether implied or expressed, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and freedom from computer virus or other malicious, destructive or corrupting code, agent, program or macros. ASI makes no warranty that the Website will meet your requirements, or that use of the Website will be uninterrupted, timely, secure, or error-free. Nor does ASI make any warranty as to the results that may be obtained from the use of the Website or as to the accuracy or reliability of any access to, or information obtained through, the Website or that defects in the network or software will be corrected.

User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Website or the Service is done at the user's own discretion and risk and that the User will be solely responsible for any damage to the User's computer system or loss of data that results from the download of such material and/or data.

ASI makes no warranty associated with any services purchased or obtained through the Website. No advice or information, whether oral or written, obtained by User from ASI or through the Service, shall create any warranty not expressly made herein; exclusions do not apply where prohibited by law.

Limitation of Liability

To the fullest extent permitted by applicable law, under no circumstance shall ASI be liable for any direct, indirect, incidental, special, or consequential damages resulting from any services purchased or obtained or data received or transactions entered through the Website or resulting from unauthorized access to or alteration of User's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible damages, even if ASI has been advised of the possibility of such damages.

If you are dissatisfied with the Website and/or the content available on or through the Website, or with this agreement, your sole and exclusive remedy are to discontinue using the Website.

Advertisers

User may enter into correspondence with or participate in promotions from advertisers who advertise their products and/or on the Website. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such correspondence or promotions, are solely between the corresponding User and the sponsor. ASI assumes no liability, obligation, or responsibility for any part of any such correspondence or promotion. ASI is not responsible for the content of any linked third party sites and does not make any representations regarding the content or accuracy on such third-party sites.

Legal Warning

Any attempt by any individual, to damage, destroy, tamper with or vandalize the Website, or otherwise interfere with the operation of the Website is a violation of criminal and civil law and ASI will diligently pursue all remedies in this regard against any offending individual or entity to the fullest extent permissible by law.

Governing Law

This Agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the State of New York. This Agreement and the rights of the parties hereto shall be governed and interpreted in all respects by the law applied to contracts made and wholly to be performed within the State of New York, without giving effect to the conflict of laws and rules thereto. The parties' rights and remedies hereunder shall be cumulative, and the exercise of one or more shall not preclude the exercise of any other(s). Should a dispute arise concerning the terms and conditions of this Agreement, or the breach of same by any Party hereto, the parties agree to submit their dispute for resolution by arbitration in New York City, pursuant to the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction.

Other Provisions

This Agreement constitutes the entire agreement between ASI and User with respect to the use of the Website. This Agreement supersedes any and all previous written and oral assertions, communications, and understandings between the parties.

The failure of ASI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be invalid or contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the parties' intentions, and the other provisions of this Agreement shall remain in full force and effect.

The section titles in this Agreement are for convenience only and have no legal or contractual effect or significance.