

LEGAL NOTICES, TERMS OF USE, AND PRIVACY POLICY

Last revised as of 11/25/2008

Agreement to be Bound.

We refer to the website(s) accessible through the domain below and all related websites as “sites” and to each of them as a “site.”

michigancatastrophic.com

By accessing a site, continuing to access a site, or downloading materials from a site, you agree to abide by the terms of use described in this notice. If you do not agree to abide by these terms of use, do not use a site or download materials from a site.

Applicable Law and Preemption of These Terms of Use and/or the Privacy Policy.

These Terms of Use and/or the Privacy Policy describe our general practices, procedures, and policies with regard to sites. We have tried to make them consistent with applicable law. They are not intended to preempt any applicable rule of law that parties can't change by agreement. Where these Terms of Use and/or the Privacy Policy are inconsistent with any applicable law (such as, to the extent applicable, the [Freedom of Information Act](#) and/or the [Michigan Insurance Code](#)) that parties can't change by agreement, the applicable law will govern.

General Information.

These are the legal notices and terms of use and the privacy policy that apply to the site(s) in the Internet domain(s) below.

When we refer to “we,” “us,” or “our,” we mean Michigan Catastrophic Claims Association, an unincorporated nonprofit association created and existing by and under [Mich. Comp. Laws § 500.3104](#).

When we refer to “you” or “your,” we mean the person accessing the site. If the person accessing the site does so on behalf of, or for the purposes of, another person, including a business or other organization, “you” or “your” also means that other person, including a business organization.

LEGAL NOTICES AND TERMS OF USE

Disclaimer of Legal Advice.

We do not give legal advice. You should not regard anything on this site or in any communication of any kind from us as legal advice. Even if you receive a communication from our lawyers (whether in-house, outside counsel, or otherwise), you should regard such lawyers as representing us and not you. If you are uncertain about any legal issue or the effect that any action, inaction, or circumstance might have on you,

you should retain an appropriate legal, accounting, or other professional and ask him or her to advise you.

Agreement to Transact Business Electronically

By using a site, you agree to transact business electronically through one or more sites and agree that electronic communications (including, but not limited to, messages posted on a site and e-mail that you send to us at addresses that we identify and e-mail that we send to you at any address reasonably calculated to reach you) will be adequate for the purposes of notices and other communications. Except as expressly required otherwise by law, any requirement that anything be in writing is satisfied by a record and any requirement that anything be signed is satisfied by any electronic signature. "Record," "electronic record," and "electronic signature" are given the meaning given to those terms by the Uniform Electronic Transactions Act ("UETA"). In the case of a loss or compromise of any electronic record in transmission, the presumptions and assumptions of risk with regard to such transmission will be as stated in UETA.

Copyrights and Other Intellectual Property.

Each site is ©2008 by us and we reserve all rights.

ALL RIGHTS IN ALL MATERIALS POSTED ON SITES EITHER BELONG TO US OR ARE LICENSED BY US WITH THE RIGHT TO SUE AND OTHERWISE ENFORCE INTELLECTUAL PROPERTY RIGHTS IN SUCH MATERIALS. YOU MAY NOT COPY ANY MATERIAL FROM ANY SITE WITHOUT OUR EXPRESS PERMISSION IN THE FORM OF A RECORD SIGNED BY US.

Limited License.

Subject to these terms of use, we grant to you a non-exclusive, non-transferable, limited right to access the sites and the materials thereon. You may use the sites for informational purposes only.

No Interruption.

You agree not to interrupt or attempt to interrupt the operation of any site in any way.

Use of Materials.

We authorize you to view and download materials from the sites only for your personal use. Any copies you make of the materials (including by printing or by retaining electronic copies) are subject to the following restrictions.

- (1) You may not remove, or disassociate, from any of the materials any copyright or other proprietary notices contained in the materials; and
- (2) You may not modify, reproduce, display, perform, distribute, prepare derivative works from, or otherwise use the materials for any purpose not expressly permitted by these terms of use.

Misuse of the Sites.

You may not make any statements on, or provide or post any information to a site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that, without due authorization, incorporates the proprietary material of another.

Disclaimer of Warranties.

THE SITES AND ALL MATERIALS AVAILABLE ON OR THROUGH THEM ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. WE FURTHER DISCLAIM ALL IMPLIED WARRANTIES AS TO INFRINGEMENT OR MISAPPROPRIATION.

Revisions to Terms of Use.

We reserve the right, at our sole discretion and without any notice, to change, modify, add, or remove any portion of these terms and conditions at any time. Changes in these terms and conditions will be effective when the revised terms and conditions are posted. Your use or continued use of any site after any changes to these terms and conditions are posted will be considered acceptance of those changes. READ THESE TERMS AND CONDITIONS AND THE RELATED PRIVACY INFORMATION EVERY TIME YOU ACCESS ANY SITE TO MAKE SURE THAT YOU CONTINUE TO AGREE TO THEIR TERMS.

Changes to the Site.

We may terminate, change, suspend, or discontinue any aspect of any site, including the availability of any features of any site, at any time. We may also impose limits on certain features and services or restrict your access to parts or a site or one or more entire sites without notice or liability. We may terminate the authorization, rights, and license given above and, upon such termination, you will immediately destroy all materials that you obtained from or through the site and that are in your possession or control.

International Users.

The site is controlled, operated and administered by us or our agents from offices within the United States of America utilizing servers located in Michigan and possibly elsewhere in the United States of America. We make no representation that materials at this site are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction(s) stated above and accessing any site from any jurisdiction where such site's contents are illegal is prohibited. You may not use the site or export the materials in violation of import or export laws and regulations. If you access a site from a location outside of the United States of America, you are responsible for compliance with all local laws.

Choice of Law, Jurisdiction, and Venue.

The laws of the State of Michigan and the federal laws of the United States (without regard for choice of law rules) govern these terms of use, the privacy policies, and

performance under them. Any suit or other action arising out of, or in any way connected with, your use of any site may be brought only in the courts of the State of Michigan sitting in Wayne County, Michigan or in the United States District Court for the Eastern District of Michigan – Southern Division. You irrevocably consent to the jurisdiction and venue of such courts.

Partial Invalidity.

If, for any reason, a court of competent jurisdiction finds any provision of these terms of use or any privacy policy, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms of use and the privacy policy, and the remainder of these terms of use and the privacy policy shall continue in full force and effect.

Other Provisions

Certain areas and features of sites contain terms and conditions specific to those areas and features. Such terms and conditions are in addition to these terms and conditions and prevail over these terms and conditions and the privacy policy only to the extent it is not possible to construe these terms or the privacy policy consistently with such other terms and conditions.

Limitation of Liability

Without affecting any other limitation of liability contained in these terms of use or otherwise:

- (a) IN NO EVENT WILL WE OR OUR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF ANY SITE OR ANY SERVICE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF ANY SITE OR SERVICE RELATED THERETO OR PERSONS INTRODUCED TO YOU THROUGH ANY SITE OR SERVICE RELATED THERETO; and

- (b) IN NO EVENT WILL WE OR OUR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE ANY SITE OR ANY SERVICE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF WE OR OUR SUPPLIERS KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PRIVACY POLICY

This privacy policy discloses the privacy practices for the sites. This privacy policy does not cover information we collect by means other than a site. If you have any questions about how we use information collected by means other than a site, you should inquire at or before the time you give such information to us.

Note that this policy contains several important exceptions, most notably the exception involving use of information to identify and/or pursue persons who are under criminal investigation or who damage, or may damage, our information or other resources. Please read the entire privacy policy to be sure that you understand these exceptions.

Information Ownership, Collection and Use

We are the sole owner of the information collected through the sites. We will not sell, share, or rent this information to others in ways different from those disclosed in this policy. We may collect information from users at several different points on a site.

This privacy policy addresses some types of information, means of collecting information, and uses of information that may not presently apply to one or more of the sites. We tell you about these types of information, means of collecting information, and uses of information anyway because we want to maintain flexibility in offering additional features without having to revisit our terms and conditions or privacy policy every time we revise a site or offer new functions. No description of any type of information, means of collecting information, or use of information will require us to collect any particular information, make any particular use of any information, or offer any particular functionality through any site.

Child Online Privacy Protection Act (COPPA) Compliance and Related Information

The Child Online Privacy and Protection Act (COPPA) regulates online collection of information from persons under the age of 13. It is our policy to refrain from knowingly collecting or maintaining personally identifiable information relating to any person under the age of 18. If you are under the age of 18, please do not supply any personally identifiable information through the site. If you are under the age of 18 and have already provided personally identifiable information through the site, please have your parent or guardian contact us immediately using the information below so that we can remove such information from our files.

E-mail: general@micatastrophic.com

Cookies

A cookie is a piece of data stored on the computer that runs an Internet browser. It can contain information about you, your computer, your browser, your session, the websites you visit, and other information about you or others who use, or have used, the computer or browser you use to access the Internet. The cookies we use, if any, are not linked to

any personally identifiable information while using a site unless you have given us permission to link personally identifiable information to one or more cookies. You give us that permission any time you register on a site or identify yourself or the computer you are using through a site.

Most or all browsers permit you to disable or reject cookies. You can do this by setting the preferences in the browser. Use the “help” feature of your browser to obtain more information about refusing cookies.

If you set the browser you use to refuse cookies, you can use the sites, but you may not be able to use the full functionality of one or more of the sites, or it may take additional time to utilize such functionality.

One or more of the organizations with which we do business, or to which we provide links from a site, may also use cookies. We have no control over such organizations’ uses of cookies and users should review the privacy policies of such organizations to determine the uses such organizations make of cookies.

Log Files

We or our hosting provider may collect traffic information from visitors for statistical analysis and site improvement. When you access a site, we or our hosting provider may collect information about your visit in a log file on a server. Log file information may include, but is not limited to, internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks. We or our hosting provider use this information to analyze trends, administer sites, track users’ movements in the aggregate, and gather demographic information for aggregate use. IP addresses and other log file information are not linked to personally identifiable information. We do not try to track users or to identify users individually except as otherwise stated in this policy, but we or our hosting provider do review this information to understand overall trends and to determine what kinds of content are popular and useful to users.

Sharing

(a) Aggregated information. We or our hosting provider may share aggregated demographic information with our users, our affiliated organizations, and other organizations with which we do, or contemplate doing, business. Such information is aggregated and is not linked to any information that can identify individual users.

(b) Outsourcing providers. We may use outsourcing providers to process or to perform other functions. We use commercially reasonable diligence to restrict the purposes for which these outsourcing providers may use your personally identifiable information. The requirements or requests that we impose on such outsourcing providers vary with the sensitivity of the information and can, but do not necessarily, include requirements that these outsourcing providers not retain, share, store, or use personally identifiable information for any secondary purposes, except for backup and recovery operations. Although we use good faith efforts to impose, and/or ensure compliance by our

outsourcing providers, we cannot, and will not, be responsible to users for misuse of personally identifiable information by such outsourcing providers. This section is meant as a general description of our practices. It does not impose any duty upon us and it does not constitute a representation or warranty by us upon which you may rely.

(c) Specific services. We may have agreements with other parties to provide specific services. When you use such services, we may share personally identifiable information with such parties. In such cases, we will use good faith efforts to restrict the information provided to the information necessary for the provision of such services.

Links and Information Gathered by Others

One or more sites may contain links to other websites. We do not operate those websites and we cannot control the information that the operators of such websites gather or what the operators of such websites do with the information. We are therefore not responsible for the activities of the operators of such websites.

Site and Service Updates

We may also send to you updates and service announcements about one or more of the sites. You may not un-subscribe or opt not to receive such announcements because such announcements contain important information about the services offered through the relevant site(s).

Misappropriation of Personal Information

For the purposes of any applicable law regarding notification of persons whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person, our information security policy provides that any required notification may, where permitted by law, be made by the use of e-mail, telephone, fax, mail or posting a notice on a site. The specific means used is up to us and we will use our judgment based on the circumstances. EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOU AGREE TO THIS MEANS OF NOTIFICATION.

Correcting or Updating Personal Information

If your personal information changes, if you have reason to believe that your personal information as we maintain it is incorrect, or if you no longer desire service, you may contact us using the contact information below and we will accommodate all reasonable requests for such changes.

Changes to This Privacy Policy

If we decide to change this privacy policy, we will post the changes on one or more sites and/or other places we deem appropriate.

Except as stated below, we will use information in accordance with the privacy policy under which the information was collected.

If we decide to use information about you in a manner different from that stated in the privacy policy in effect at the time of collection, we will notify you by e-mail if, and to

the extent that, you have provided your e-mail address. If you reply to such an e-mail within a reasonable time and request that we not use your personally identifiable information in the proposed new manner, we will honor your request, but we reserve the right to suspend your access to all or part of the services offered through one or more sites if you do so. If you do not reply to such an e-mail, or we receive a reply of “undeliverable” or similar message from your last known e-mail address, in either case after a reasonable time, we will use the information in the proposed new manner.

BY USING A SITE, YOU AGREE TO THIS CHANGE PROCEDURE.

Exceptions

Notwithstanding anything else in this privacy policy to the contrary, we may collect personally identifiable information and use such information in ways other than those described above if we are required to do so by law or if we deem it advisable in the course of assisting law enforcement activities or protecting our site(s) or other property. Without limiting the foregoing, we reserve the right to use and disclose any information that you provide to us if we deem it advisable in the prosecution or defense of any litigation involving your use of any site.

Contact Information

If you feel that we are not abiding by this privacy policy or if you have questions regarding the policy, you may contact our privacy liaison using the following information.

E-mail: general@micatastrophic.com

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