

USER TERMS

For Use of TheZenith.com

Rate/Quote and Policy Inquiry Features by Producer's Authorized Persons

These "User Terms" constitute a legal promise between you and Zenith Insurance Company or ZNAT Insurance Company, whichever entity has executed the Agency or Broker Agreement with your Producer (hereinafter referred to as the "Company"), regarding use of the TheZenith.com website, and specifically restricted access to the Company's rate and quote ("Rate/Quote") and policy account inquiry ("Policy Inquiry") features, as provided by Company from time to time (collectively, the "Website"). **If you do not agree to use the Website in accordance with all terms and conditions contained in these User Terms, you are not authorized by Company to use the Rate/Quote and Policy Inquiry features and you must exit these features immediately.**

1. Background. Your employer or the insurance agency or broker with which you are exclusively associated (referred to for purposes of these User Terms as the "Producer") and Company have entered into a Zenith Agency (or Broker) Agreement (referred to for purposes of these User Terms as the "Producer Agreement") regarding workers' compensation risks and related insurance. Producer and Company have executed Exhibit A to the Producer Agreement governing access to and use of the Rate/Quote and Policy Inquiry features by Producer and by its duly designated brokers, agents, sub-agents or employees ("Authorized Persons") for purposes of the solicitation, transmission and account management regarding certain insurance products and services in accordance with the Producer Agreement through the use of the Website including restricted access to Rate/Quote and/or Policy Inquiry features, collectively referred to as the "Website Features"). You have been named an Authorized Person by Producer, and you wish to access and use the Website Features as stated herein.
2. Grant of Rights.
 - a. Based on your representations and promise, as stated herein, and your agreement to abide by all terms stated herein, Company hereby grants you a non-exclusive, non-assignable, non-transferable, royalty-free license during the term of the Producer Agreement to access and use the Website and Website Features through use of a Website user name/ID and password issued hereunder, provided, however, that any consumer contact related to or resulting from such Website usage that directly involves solicitation, negotiation or advising clients on insurance policy terms are only handled by duly licensed insurance producers and that any consumer contact by unlicensed individuals takes place under the direct supervision of a duly licensed individual in accordance with any applicable law.
 - b. Based on your representations and promises as stated herein including to abide by all terms stated herein, Company hereby grants you a non-exclusive, royalty-free license to use any Intellectual Property (as that term is defined in Section 10, below) appearing on the Website strictly in accordance with the terms set forth herein and the [Website's Terms and Conditions of Use](#), which are hereby incorporated in these User Terms.
 - c. The Website Features are intended for use ONLY by Company and Authorized Persons in accordance with the requirements of these User Terms, including without limitation Section 2(a), above. Access or use by other persons or entities, or access or use other than in accordance with the requirements of these Users Terms, including without limitation Section 2(a), above, may be against the law of the jurisdiction where such persons or entities are located and is not permitted. Nothing on the Website amounts to an invitation to persons or entities who are not

duly authorized in accordance with these User Terms to access or use the Website Features.

3. You hereby:
 - a. Represent and warrant that you reside in the United States, and currently do, and shall at all times while using the Website Features, comply with the requirements of these User Terms (including without limitation Section 2(a), above), the terms and conditions stated in the [Website's Terms and Conditions of Use](#), and any all terms regarding use of user names/IDs and passwords issued hereunder;
 - b. Represent and warrant that you shall only submit business to Company through the Website that you believe would be acceptable to Company under normal business conditions;
 - c. Represent and warrant that you shall provide true, accurate and current information via the Website, in accordance with Section 7(b), below.
 - d. Understand that, unless otherwise specified herein or on the Website, the Website Features are intended solely for use by Authorized Persons who access the Website from the United States.
4. Company reserves the right in its sole and absolute discretion to:
 - a. Alter or vary the format and contents of, and/or block access to and/or suspend the operation of, the Website, including but not limited to the Website Features, either temporarily or permanently, at any time;
 - b. Temporarily or permanently disable your user name/ID and password; and
 - c. Terminate your right to use the Website Features (and these User Terms to the extent it permits access by you to such features).
5. You agree to comply with all reasonable directions and instructions given from time to time in connection with access to and use of the Website and use of Website user names/IDs and passwords. You are responsible for obtaining and updating your own web browser, firewall and anti-virus software, and for the payment of other costs of maintaining adequate security as required these User Terms, and of all sums payable with respect to your connection to the Internet.
6. Insurance quotes provided by Company to you for and on behalf of Producer through the Website Features:
 - a. Shall be subject to the terms of the insurance policy for which the quote is given and subject to any special conditions and/or exclusions that may apply; and
 - b. Shall be given on the basis of the information supplied by you and Producer.
7. By transmitting electronic confirmation of the acceptance of any quote issued by Company through the Website, you:
 - a. Acknowledge that you have read and agree to accept the terms and conditions of these User Terms and the Website Terms and Conditions of Use;
 - b. Confirm that all information supplied by you in connection with the quote is true, accurate and current to the best of your knowledge, and you confirm that the policyholder or prospective policyholder has been informed that this information will form the basis of the insurance

contract; and

- c. Confirm that the policyholder or prospective policyholder has agreed to the quote and to the terms of the relevant insurance policy (and any special conditions and/or exclusions that may apply) and offer to enter into a contract of insurance on those terms and, upon acceptance by Company, will be bound by the policy and any special conditions and/or exclusions that may apply.
8. An insurance contract shall, in all cases, be formed at the time you or Producer receive a confirmation from Company that the policy has been bound and a policy number. Company and you hereby stipulate and agree that insurance contracts made through the Website are validly made and expressly waive any rights to bring an action, claim or legal proceeding declaring the invalidity of such a contract on the grounds that the contract was made electronically, or to raise as a defense to any action, claim or proceeding, the invalidity of such a contract on the grounds that the contract was made electronically.
 9. You shall defend and indemnify Company and its affiliates in accordance with the Producer Agreement, including Exhibit A to the Producer Agreement.
 10. "Intellectual Property." All Intellectual Property, as defined in the Producer Agreement and Exhibit A to the Producer Agreement, appearing on the Website created by or on behalf of Company shall remain vested in Company. The terms set forth in the Producer Agreement (including Exhibit A), along with these User Terms and the [Website Terms and Conditions of Use](#) shall govern permitted use by you of the Intellectual Property appearing on the Website including permitted uses of any screens, contents, graphics, code, output, features, functionality and other materials appearing on, submitted to, downloaded from or related to the Website including the Website Features.

11. Security Provisions

- a. You shall be responsible for maintaining the security, confidentiality and integrity of Company's networks, data, information and systems accessed through the Website and for complying with the procedures established by Company for request, receipt and use of Website user names/IDs and initial passwords, and shall comply with all other requirements and all security measures established or adopted by Company for the protection of Website user names/IDs, passwords, and systems (e.g., the use of passwords that are easily discerned shall be avoided such as passwords made up from users' birthdays, street addresses, children's names). The Website will prompt you to change your password from time to time; however, it is your responsibility to make this change in order to ensure the security of your account information.
- b. You shall be responsible for all use of the Website using the user name/ID and password issued to you, and any damage that may result from such use. You shall ensure that your Website user name/ID and password are maintained securely and confidentially. Additionally, it is your responsibility to manage who has access to your Website user name/ID and password information.
- c. You shall be responsible for and shall immediately take steps to instruct Producer and Company to deactivate your user name/ID and/or password: (i) upon termination of your employment or service with Producer; (ii) if you are no longer a resident of the United States; (iii) if you are no longer duly licensed under applicable state law requirements as required by these User Terms; (iv) if you are no longer authorized to access the Website Features on behalf of Producer; (v) whenever your user name/ID and password were used by an unauthorized person; or (vi) whenever your Website user name/ID or password is lost or stolen.
- d. Virus Protection. You agree to exercise commercially reasonable efforts to ensure that any software, systems or networks that may interact with Company's software, systems, network, web sites, data or information are not and do not become infected by any computer viruses,

regardless of their origin or form. You also agree to use commercially reasonable efforts to protect against transferring any viruses to Company or Company's systems via e-mail.

- e. In no event shall Company be responsible for any damage, interruption or other malfunction of the Producer's or your computer system arising from access to or use of the Website hereunder. Company has advised you and Producer to take reasonable steps to protect your computer systems from viruses or other data that may be transmitted over the Internet. Company does not guarantee the security of the data or data transmission to or from the Website, and you hereby release Company from any and all liability arising from a breach of data security.

12. Confidentiality Obligations

a. Definitions. As used in these User Terms:

- i. "Affiliate" means any entity which controls, is controlled by, or is under common control with Company.
- ii. "Confidential Information" means any and all Intellectual Property and other proprietary information of Company or its Affiliates and includes (i) any information regarding past, current or prospective policyholders, insureds, customers, consumers and claimants, and (ii) trade secrets and other confidential information, provided that, with respect to subpart (ii), such trade secrets and other confidential information are not (a) generally available to the public through no fault of the recipient; (b) obtained by the recipient from a third party independent from the performance of any obligations under these User Terms and where such third party is not affiliated, associated with or employed by Company and who, in making such disclosure, is not, to the knowledge of the recipient, violating any confidentiality to Company; or (c) known by the recipient prior to receiving such information from the other party and, without a breach of duty owed to Company, are in the possession of the recipient at the time of disclosure. Confidential Information includes all physical and electronic embodiments of proprietary information and Intellectual Property received by you through use of the Website. Confidential Information also includes information which has been disclosed to Company or its Affiliates by a third party and which Company or its Affiliates is obligated to treat as confidential.

13. Company may amend these User Terms by posting such change on the Website or sending you an email notice, effective immediately. You may not change any provision of these User Terms without Company's express written agreement.

14. Your only remedy for breach of these User Terms by Company is to terminate your use of Website. In no event will Company be liable to you for damages of any kind, whether direct, indirect, punitive or consequential, whether or not advised of the possibility of such damages, resulting in any way from use of the Website.

15. Conditions - General

- a. These User Terms, as updated from time to time, supersede and terminate any previous User Terms, including amendments thereto, oral or written, between you and Company. In the event of a conflict between any terms contained in the Producer Agreement (including Exhibit A to the Producer Agreement), and these User Terms and any terms contained in the Website Terms and Conditions of Use, the terms contained in the Producer Agreement (including Exhibit A to the Producer Agreement) shall take precedence and be applied, followed by the terms set forth in these User Terms.
- b. You shall have no authority to make, add to, or in any way alter any policy of insurance or other

contract affecting the Company, or to waive any of the Company's rights thereunder.

- c. These User Terms shall not inure to the benefit of any successor in interest to you, nor may any interest under these User Terms be assigned by you.
- d. The Company shall not be responsible for any of your expenses, including rent, transportation, clerical, postage, telegrams, network, telecommunications, telephone, computer equipment, advertising, or any other expense in connection with the operation or maintenance of your work. You shall neither commit the Company to any expense, agreement, payment, debt, settlement or obligation, nor (except for premium payment in accordance with the Producer Agreement) discharge or incur any liability whatsoever under any policy issued by the Company.
- e. Any unused policies, forms, applications, and other Company supplies furnished to you shall always remain Company's property and shall be accounted for and returned by you to Company in the event you are no longer authorized to access the Website Features or at any time upon Company's demand.
- f. For other important legal terms regarding your use of the Website, please click here to review the [Website Terms and Conditions of Use](#).

16. By selecting and clicking "YES, I Accept" below, you hereby indicate your acceptance of and agreement to all terms and conditions in these User Terms as if signed by your hand. (To print a copy of these User Terms, please [click here](#)).

