#### **iQQ TERMS OF USE**

Last Modified: 3/1/19

#### **1. Acceptance of the Terms of Use**

The following terms and conditions (these "**Terms of Use**"), govern your access to and use of this Website ("**iQQ**" or the "**Website**"), including any content, functionality, and services offered on or through iQQ, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and Our Privacy Policy, found at https://iqq.alliedsolutions.net/iQQ/Privacy, incorporated herein by reference. If you do not want to agree to these Terms of Use or Privacy Policy, you must not access or use the Website.

This Website is provided as a service by Allied Solutions, LLC (Allied Solutions Insurance Services, LLC in California) ("Allied," "We," "Our") and available to users who reside in the United States or any of its territories. By using this Website, you represent and warrant that you meet this requirement. If you do not meet this requirement, you must not access or use the Website.

#### 2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in Our sole discretion. All changes are effective immediately when We post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

#### 3. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material We provide on the Website, in Our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, We may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by Our *Privacy Policy* 

[https://iqq.alliedsolutions.net/iQQ/Privacy], and you consent to all actions We take with respect to your information consistent with Our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Our security procedures, you must treat such information as confidential, and you must

not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in Our sole discretion for any or no reason if, in Our opinion, you have violated any provision of these Terms of Use.

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# 6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

• In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Allied or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without Our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## 7. Personal Information

The Website may require You to input personal information to access its full features.

You represent and warrant that:

• The personal information is Yours or that You have permission of the owner of the personal information to input their information into the Website.

You understand and acknowledge that you are responsible for any personal information you submit or contribute, and you, not Allied, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any personal information posted by you or any other user of the Website.

## 8. Information About You and Your Visits to the Website

All information We collect on this Website is subject to Our Privacy Policy [https://iqq.alliedsolutions.net/iQQ/Privacy]. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## 9. Geographic Restrictions

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## **<u>11. Waiver and Severability</u>**

No waiver by Allied of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Allied to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## **12. Your Comments and Concerns**

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## Carmel, IN 46032

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: posdeliverysystems@alliedsolutions.net