



OREGON MUTUAL MEMBER PORTAL USER AGREEMENT

TERMS AND CONDITIONS

Welcome to the Oregon Mutual Member Portal website (the "Portal"). The Portal is a valuable resource provided to you by the Oregon Mutual Insurance Company ("Oregon Mutual"). This Portal User Agreement (the "Agreement") sets forth the terms and conditions by which Oregon Mutual provides the information on this website to you, as well as the terms and conditions governing your use of the site.

In consideration of Oregon Mutual providing you access to and use of this licensed application, the sufficiency of which consideration is hereby agreed to by you and Oregon Mutual, the parties further agree as follows:

By making use of the website, you accept and agree to be bound by the terms and conditions that appear here. The terms and conditions are subject to updating at any time without notice. Changes to the terms and conditions take effect when posted to the website. You are encouraged to regularly check the website for changes to the Agreement.

Oregon Mutual may terminate, change, suspend or discontinue any aspect of the Portal, including the availability of any features of the website, its content and associated services, and/or your access to them, at any time in its sole discretion without any liability to you or any third party.

SCOPE

This Agreement covers your use of the Portal, Oregon Mutual's proprietary website. Nothing in this Agreement grants you any proprietary rights in the Portal or any part of the website, its methodology or the proprietary property embedded within the Portal. This Agreement constitutes the entire agreement between you and Oregon Mutual with respect to your use of this website.

LAWS AND REGULATIONS

Your access to, and use of, the Portal are subject to applicable federal, state and local laws and regulations.

GOVERNING LAW / CHOICE OF LAW

This Agreement shall be governed by the laws of the United States and the State of Oregon without giving effect to its conflict of laws provisions. Section headings are included for convenience and have neither force nor effect upon this Agreement.

The website is controlled and operated by Oregon Mutual from offices within the United States of America. Oregon Mutual makes no representation that the materials provided herein are appropriate or available for use outside the United States or that access to its content from all locations is legal.

SEVERABILITY / ORDER OF PRECEDENCE / ASSIGNABILITY

If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement will not be affected. This Agreement represents the complete agreement concerning the license of this website between you and Oregon Mutual and supersedes all prior contemporaneous agreements and representations between you and Oregon Mutual regarding the same subject matter. If this Agreement is translated into a language other than English, you agree that the English version will prevail to the extent of any discrepancy in meaning between the English version and its translation. You may not assign this Agreement or any rights hereunder without Oregon Mutual's prior written consent which may be withheld in its sole discretion.

WARRANTY AND LIABILITY – DISCLAIMER

To the extent permitted by applicable law, Oregon Mutual specifically disclaims all warranties with respect to this website or your use thereof. All information on the website, including but not limited to graphics, text and links to other sites, is provided "as is" and "as available" and may be changed without prior notice. Oregon Mutual does not warrant the content, quality, condition, accuracy, adequacy or completeness of this information. Other than as required by applicable consumer protection or insurance law, if any, in no event will Oregon Mutual be liable for errors or omissions in this information or for any losses or damages, direct, indirect, incidental, special or consequential resulting from your use or misuse of, or reliance on, any such information. To the extent permitted by applicable law, the information contained herein is provided without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from computer viruses or similar disabling devices. You are responsible for evaluating the accuracy, completeness or usefulness of any information, advice or other content available on this website.

To the extent permitted by applicable law, Oregon Mutual expressly disclaims any liability, whether in contract, tort, strict liability or otherwise, for any direct, indirect, special, incidental or consequential damages, losses or expenses arising in connection with your use of or inability to use this website or any other website linked to this website, or in connection with any failure of performance, error, omission, interruption, virus, defect, or delay in operation or transmission, even if we are aware.

PRODUCTS AND SERVICES – DISCLAIMER

This website does not amend, modify or supplement any insurance policy. Consult the actual policy, your agent or us regarding terms, conditions, coverages, exclusions, products, services and program which may be available to you. Your eligibility for particular products and services is subject to final determination of underwriting qualifications and acceptance by the Oregon Mutual Group underwriting company providing such products or services.

This website does not make any representations that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any such policy. Whether coverage exists or does not exist for any particular claim or loss under any such policy depends on the facts and circumstance involved in the claim or loss and all applicable policy wording.

Unless otherwise specified, products and services are available in the United States only. Information on the website may include references to products or services not offered in your state. Variations in state law regarding the interpretation of insurance policies may exist, and any statements of coverage scope or intent in this summary are general in nature and are subject to change based on such variations. Availability of coverage referenced in this summary may be dependent upon state law, statute and/or regulations.

LIMITATION OF LIABILITY

To the extent not prohibited by law, in no event shall Oregon Mutual be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use of or inability to use the website, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Oregon Mutual has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Oregon Mutual's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You are solely responsible for any and all telecommunications or other connectivity charges incurred through your use of the website.

COPYRIGHT POLICY

All of the information on this website, including all text, graphics, software applications, photographs, images, video and audio files (collectively, "Content"), and all rights in the pages and the screens displaying the pages, is owned by Oregon Mutual and its subsidiaries, affiliated entities, or their licensors, and is protected by copyright under United States and foreign laws. Appointed agents and brokers in good standing with Oregon Mutual may use and reproduce copies of this website and its Content to conduct the authorized business of Oregon Mutual. If you are not an appointed agent or broker in good standing, you may refer to, cite or print and use the Content for your personal, non-commercial use as long as your copies retain all copyright, trademark and other proprietary notices that appear on the original screens. You may not modify, reproduce, copy, distribute, transmit, display, publish, sell, license, create derivative works of or use any aspect of the website or its Content for commercial or public purposes or on any other website or in a networked computer environment or engage in any other redistribution or republication of the Content.

TRADEMARKS / SERVICEMARKS

It's who we are and the Oregon Mutual sunrise logo are service marks of the Oregon Mutual Insurance Company. Other trademarks, service marks, trade names, logos, URLs, domain names and icons (collectively, "Marks") appearing on this website, whether registered or not, are owned by Oregon Mutual or its subsidiaries or affiliated entities, or their licensors. You may not use any of the Marks without the express written permission of Oregon Mutual or the third party owner of such Marks. Please contact the Vice President of Marketing at Oregon Mutual, 400 NE Baker Street, McMinnville, OR 97128 should you desire to license one of our marks.

SUBMISSIONS

Other than bank account, payment card and certain personally identifiable consumer information, all information that you submit to Oregon Mutual via this website shall be deemed and remain the property of Oregon Mutual. Oregon Mutual shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this website provides to us through this website. Oregon Mutual shall not be subject to any obligations regarding such information except as expressly indicated with respect to personally identifiable consumer information in any consumer Privacy Statement(s) contained within the website, agreed to by the Oregon Mutual Group company having the direct customer relationship with the individual providing the information or otherwise specifically agreed to in a separate writing or as otherwise required by law. You further recognize that we do not want you to provide, and prohibit you from providing, any information or material to Oregon Mutual that is defamatory, inaccurate, false, misleading, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another person or entity.

USER ID / PASSWORD USE

While we cannot guarantee that information transmitted through the Internet is secure, for certain types of communications through this website, Oregon Mutual may require the use of available technologies or other precautions provided for your protection and/or require you to utilize user identification information ("User ID") and passwords. If you have been assigned a User ID for access to restricted sections of this website, you are responsible for all activities executed under your User ID and are the only one who may use it. You are responsible for protecting your User ID and password from disclosure to third parties, and you are not permitted to avoid the use of required encryption technologies.

It is a violation of this Agreement for you to allow another person to use your User ID and associated password, use the User ID and password assigned to another person, or attempt to gain access to resources for which you are not authorized. Accessing the website without authorization or exceeding authorized access is a serious breach of security and may constitute a criminal act or civil violation of law.

ELECTRONIC COMMUNICATIONS

Use of this website through submissions, electronic mail, and queries constitutes electronic communication between you and Oregon Mutual. You agree to receive electronic communications from Oregon Mutual. Such communications may include electronic mail, push notification technologies, as well as other information or notices posted to the website and/or your user account. You agree that all such electronic communications from Oregon Mutual satisfy any legal obligation that such communication be written.

HYPertext LINKS TO THIRD PARTY SITES

As a convenience to you, Oregon Mutual may provide links to third party websites, or permit third parties to link to this website. Because these other websites are not under its control, Oregon Mutual cannot guarantee the quality, accuracy, timeliness or security of such websites. A link to or from another website does not imply an affiliation between Oregon Mutual and the third party site owner or an endorsement of the third party site or any services that it provides or describes. Your access to and use of any other Internet sites linked to or from this website is at your own risk and Oregon Mutual assumes no obligation or liability in connection therewith. Oregon Mutual may disable a link at any time and will remove any link from this website at the third party site owner's request.

ONLINE BILL PAYMENT

In certain circumstances, Oregon Mutual offers its member policyholders the ability to pay premium invoices online by payment card or automated clearinghouse (ACH). While we do transmit payment card and ACH payment account information to servicing financial institutions and merchant card servicers, we do not process or store it within our systems. We transmit your payment card and ACH payment account information in compliance with the Payment Card Industry Data Security Standard and NACHA Operating Rules, respectively.

MONITORING

When you visit this website, we gather non-personally identifiable information about your visit, including data such as internet protocol addresses from your device, the type of browser you are using and which web pages referred you to our website. If you access this website from a mobile device, we track the location of that device. We collect this information so that we can analyze the use of our website and improve our services and your experience. We use cookies and other similar technologies to help improve this website. Cookies are small files that are stored on your device. Oregon Mutual does not store any personally identifiable information about you in these cookies. Cookies help us track visits to our website and learn more about how you are viewing and using our site. This allows us to personalize your experience when you return.

Oregon Mutual also reserves the right to monitor use of this website and terminate access and/or remove materials that we in our sole discretion may determine to be illegal, violate this Agreement or are otherwise inconsistent with our intended business purpose for the website.

USE RESTRICTIONS

You agree that the website contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except as authorized by this Agreement. No portion of the website may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the website, in any manner, any you shall not exploit the website in any unauthorized way whatsoever, including but not limited to, by fraudulent or malicious activity, hacking, password mining, trespass, creating false identity or otherwise burdening network capacity. You further agree not to use the website in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, or violate any law. You agree that Oregon Mutual is not in any manner responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal communications that you may receive as a result of using any of the website.

TERMINATION

This Agreement is effective until terminated by you or Oregon Mutual. Your rights under this Agreement will terminate automatically without notice from Oregon Mutual if you fail to comply with any term(s) of this Agreement. Upon termination of the Agreement, you shall cease all use of the website.

INJUNCTIVE RELIEF

Because Oregon Mutual would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Oregon Mutual will be entitled, without bond, other security or proof of damages, to seek appropriate equitable remedies with respect to breaches of this Agreement, in addition to any and all other remedies which Oregon Mutual may have under applicable laws.

INDEMNIFICATION

You agree to indemnify and hold Oregon Mutual, its parent, subsidiary and affiliated companies, its partners, contractors, officers, directors, employees and agents harmless from all damages, liabilities, losses, fines, penalties and expense, including reasonable attorney fees, arising directly or indirectly from your acts and omissions in using the website.

BINDING ARBITRATION / DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope, shall be settled by binding arbitration in Yamhill County, Oregon, before one arbitrator. The arbitration shall be administered by JAMS, Inc., or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude a party from seeking equitable remedies in aid of arbitration from a state court of competent jurisdiction in McMinnville, Oregon. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Any party who ignores this dispute resolution process requiring the other party to file a motion to compel arbitration which prevails shall be liable for the other party's attorneys' fees and costs. You agree that any action to enforce this arbitration provision shall be brought in state court at McMinnville, Oregon.

The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

INQUIRIES AND NOTICES

Any questions, complaints or claims with respect to the website should be directed to: Oregon Mutual Group, Office of General Counsel, 400 NE Baker Street, McMinnville, OR 97128 or OGC@ormutal.com

USER HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ITS CONDITIONS. CONTINUED USE OF THIS WEBSITE SHALL ACT AS A MANIFESTATION OF THE USER'S INTENT TO BE BOUND TO THIS AGREEMENT.