

# Terms and Conditions

Effective Date: February 28, 2018

This document provides terms and conditions of use of CFMutual.com (the “Site”), the CFM Insurance, Inc. mobile application (the “App”) (collectively the “CFM Platforms”), and provides additional information about CFM Insurance, Inc., A Mutual Insurance Company (“CFM”). Please read these terms and conditions carefully before using the CFM Platforms, as your use is expressly conditioned on your acceptance of the terms and conditions below, and any additional terms or conditions that may be within the Site itself (collectively “Agreement”). This Agreement is in addition to any other agreements between you and CFM. This Agreement is not intended to alter the details of your policy coverage. In the event of a conflict between the terms of this Agreement and a term in your policy agreement, the policy agreement controls. If you require a duplicate copy of your policy, please contact your agent.

## **Definitions**

The terms “us”, “we”, and “our” refer to CFM, the owner of the CFM Platforms. The terms “User”, “you”, and “your”, as applicable refer to all individuals who accesses the CFM Platforms.

All text, information, graphics, design, and data offered through the CFM Platforms, is collectively known as our “Content”.

## **Privacy Notice**

Our Privacy Notice is considered part of this Agreement and available in our Site. You must review our Privacy Notice by clicking on this [link](#). If you do not accept and agree to being bound by all the terms of this Agreement, including our Privacy Notice, do not use the CFM Platforms.

## **Arbitration**

Any legal controversy or claim arising from or relating to this Agreement and/or the CFM Platforms, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our services, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration will be conducted in Concordia, Missouri and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Missouri necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

## **Choice of Law and Jurisdiction**

CFM makes no representation that all insurance products and services on this website are appropriate or available for use in your state. Some insurance products and services may not be available in all states or jurisdictions. If you choose to access this website you do so on your own initiative and are responsible for compliance with any local, state and federal laws. The information contained on the CFM Platforms is not an offer to sell or a solicitation to buy, any insurance product or service. No insurance product or service is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the insurance or other laws of such jurisdiction. This Agreement will be treated as if it were executed and performed in Concordia, Missouri and will be governed by and construed in accordance with the laws of the state of Missouri without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to the CFM Platforms must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

### **Legal Age**

The CFM Platforms are intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to the CFM Platforms by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using the CFM Platforms you represent and warrant that you are (18) years of age or older and agree to abide by all the terms and conditions of this Agreement.

### **Harassment by Other Users**

If you believe that any User of the CFM Platforms is harassing you or is otherwise using personal information about you for unlawful purposes, we encourage you to first inform local law enforcement authorities and then to contact us.

### **Limited License**

CFM grants you a nonexclusive, nontransferable, revocable license to access and use the CFM Platforms strictly in accordance with this Agreement. Your use of the CFM Platforms is solely for internal, personal, noncommercial purposes unless otherwise provided in this Agreement.

## **MOBILE DEVICE**

By accessing and using the CFM Platforms with your mobile phone, personal media player, slate computer, tablet computer or other mobile device (collectively “Mobile Device”), you acknowledge and agree that you may receive certain communications from CFM (such as text messages and pictures, e-mails, or other electronic communications means, collectively “Mobile Communications”). By accessing and using the Application via your Mobile Device, you may incur fees from your mobile data provider or carrier, and you are solely responsible for the payment of such fees. If you choose to disclose information regarding your actual location (including location-related information provided by your mobile data provider or carrier, provider, or other third party applications), you acknowledge and agree that (1) such information may be made available to other viewers of such information and (2) CFM is not responsible for the correctness of such information and any use of such information by third parties, including other users.

## **Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the CFM Platforms, Content, and any software provided therein.

## **Our Intellectual Property**

The CFM Platforms may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of the CFM Platforms does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of CFM.

Our Content, as found within the CFM Platforms, is protected under the United States and foreign copyrights. Copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of the CFM Platforms does not grant you any ownership rights to our Content.

## **Content Disclaimer**

Our Content may be changed without notice and is not guaranteed to be complete, correct, timely, current, or up-to-date. Similar to any printed materials, the Content may become out-of-date. We undertake no obligation to update any Content on the CFM Platforms. Users are responsible for their own content where applicable and may update their content at any time without notice and at their sole discretion.

## **Errors, Corrections, and Changes**

We do not represent or otherwise warrant the CFM Platforms will be error-free, free of viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through the CFM Platforms will be correct, accurate, timely, or otherwise reliable. We may make changes to the features, functionality, or Content of the CFM Platforms at any time.

### **Merchant and Advertisement Disclaimer**

We may allow access to or advertise certain third-party product or service providers (“Merchants”) from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED, OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR NONINFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITE OR ANY OTHER WEBSITE LINKED TO THE CFM PLATFORMS.

All rules, legal documents (including privacy policies), and operating procedures of Merchants will apply to you while on any Merchant website. We are not responsible for information provided by you to Merchants. Our relationship to Merchants is solely as independent contractors and neither party has the authority to make any representations or commitments on behalf of the other.

### **Warranty Disclaimer**

CFM is not responsible or liable in any manner for any content posted in the CFM Platforms. CFM is not responsible for the online or offline conduct of any User of the CFM Platforms.

The CFM Platforms may be temporarily unavailable from time to time for maintenance or other reasons. CFM assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of User communications.

CFM is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet, or any combination thereof, including injury or damage to any User’s computer, mobile phone, or other hardware or software related to or resulting from using or downloading materials in connection with the CFM Platforms, including without limitation any software provided through the CFM Platforms.

Under no circumstances will CFM be responsible for any loss or damage, including any loss or damage or personal injury or death resulting from anyone’s use of the CFM Platforms, or any interactions between Users of the CFM Platforms, whether online or offline.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH THE CFM PLATFORMS ARE PROVIDED ‘AS-IS’, ‘AS AVAILABLE’, WITH ‘ALL FAULTS’, AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE CFM PLATFORMS MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

CFM INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF THE CFM PLATFORMS. CFM CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE CFM PLATFORMS, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. CFM DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN THE CFM PLATFORMS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO THE CFM PLATFORMS, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH THE CFM PLATFORMS OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OF OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND CFM.

THE CFM PLATFORMS SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE CFM PLATFORMS SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### **Limitation of Liability**

CFM, as well as all our Affiliates, will not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the CFM Platforms, (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability, (c) the unavailability or interruption of the CFM Platforms, (d) your use of the CFM Platforms, (e) the Content contained on the CFM Platforms, or (f) any delay or failure in performance of the CFM Platforms beyond our control.

IN NO EVENT WILL CFM OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE CFM PLATFORMS, CONTENT, SERVICES, OR ANY RELATED SOFTWARE, ACCESSED THROUGH OR DOWNLOADED FROM THE CFM PLATFORMS, EVEN IF CFM IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO

THE CONTRARY CONTAINED HEREIN, CFM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR INSURANCE PREMIUMS DURING THE PREVIOUS THIRTY (30) DAYS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

### **Submissions**

Users may submit content and information to the CFM Platforms. You hereby grant to CFM the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, reviews or comments, or other information communicated to CFM through the CFM Platforms (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. CFM will not be required to treat any Submission as confidential, unless otherwise stated in this Agreement, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future CFM operations.

CFM is not responsible for the monitoring or filtering of any Submission. Should any Submission be found illegal, CFM will submit all necessary information to relevant authorities.

Without limiting the foregoing, we have sole discretion to remove any Submission that violates this Agreement or is otherwise objectionable in our sole discretion. Users are responsible for complying with all applicable federal and state laws for their Submission, including copyright and trademark laws.

You warrant that you will not use the CFM Platforms to infringe the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Users who we deem, in our sole discretion, to be infringers of others' intellectual property rights.

Users agree not to use the CFM Platforms to do any of the following:

- 1) Upload, post, or otherwise transmit any Submission that:
  - a. Violates any local, state, federal, or international laws
  - b. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
  - c. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable
  - d. Links directly or indirectly to any materials to which you do not have a right to link
  - e. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers

- f. Contains confidential medical information
  - g. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or extract information from the CFM Platforms
  - h. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
  - i. In the sole judgment of CFM is objectionable or restricts or inhibits any other person from using or enjoying the CFM Platforms, or which may expose CFM our affiliates, or our Users to any harm or liability of any type
- 2) Use our Content to:
    - a. Develop a competing mobile application or services
    - b. Create compilations or derivative works as defined under United States copyright laws
    - c. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism
  - 3) Decompile, disassemble, or reverse engineer our App, Site, and any related software or service
  - 4) Use the CFM Platforms in any manner that violates this Agreement or any local, state, federal, or international laws.

### **Copyright Infringement Claims**

CFM respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. CFM reserves the right to remove access to infringing material posted to the CFM Platforms. Such actions do not affect or modify any other rights CFM may have under law or contract.

If you believe that any portion of the material submitted through the CFM Platforms infringes your copyright, notify CFM of your claim in accordance with the following procedure. We will take appropriate action as required by the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512(c)(3).

Written Notification must be submitted to CFM Insurance, Inc. via the Designated Agent:

President/CEO  
1202 SE First Street  
Concordia, MO 65201

To be effective, the Notification must be in writing and contain the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information outlined above, CFM will:

- Remove or disable access to the material that is alleged to be infringing;
- Forward the written notification to such alleged infringer;
- Take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

A Counter Notification will be effective if in writing, provided to the Designated Agent, and including substantially the following:

- A physical or electronic signature of the alleged infringer;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;



- The alleged infringer’s name, address, and telephone number, and a statement that the alleged infringer consents to jurisdiction of Federal District Court for the judicial district in which the address is located or, if outside of the United States, for any judicial district in which CFM may be found, and that the alleged infringer will accept service of process from the person who provided notification or the agent of such person.

Upon receipt of a Counter Notification containing the information outlined above, CFM will:

- promptly provide the complaining party with a copy of the Counter Notification;
- inform the complaining party that it will replace the removed material within ten (10) to fourteen (14) business days following the receipt of the Counter Notification, provided CFM’s Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringer from engaging in infringing activity relating to the material on CFM network or system.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

### **Unlawful Activity**

We reserve the right to investigate complaints or reported violations of this Agreement and take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

### **Links to Other Websites**

The CFM Platforms may from time to time contain links to third-party websites. The inclusion of links to any website on the CFM Platforms does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites.

CFM has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy notice and terms and conditions of those websites to fully understand what information is collected and how it is used.

### **Secured Access**

The CFM Platforms contain secured components of computer servers and systems (collectively “CFM Servers”) that are accessible only to those who have registered to access the secured components of the CFM Servers. Information contained within the secure components of CFM Servers is confidential and proprietary.

This Agreement provides the terms and conditions under which you will be granted access to secured components of CFM Servers. This Agreement is between CFM the Policyholder, and any individual the Policyholder designates as an authorized (the "Account Holder").

CFM has made a significant investment in developing CFM Access Portals to better serve and assist its customers. If you are registering for access to CFM's Online Services, you must confirm that you have read and agree to be bound by this Agreement by clicking "**I agree**" where indicated. If you do not agree with these Terms and Conditions of Use, please select "**I do not agree**" and you will exit the registration process. You should be aware, however, that all use of the CFM's Platforms is subject to this Agreement. The Agreement will always be available for your review as a link at the bottom of the CFMutual.com home page and other CFMutual.com pages. If you click "**I agree**" and complete the information we will create an electronic record of your consent to be bound by the Agreement and you will be able to continue with the registration process.

#### **Unauthorized Use of Account**

Access to the secured components of the CFM Servers is granted through creation of a username and password. The Account Holder is responsible to maintain the security/confidentiality of your password. If you believe that someone has used your registration information to access any secured areas of the CFM Platforms without proper authorization, you must immediately notify CFM's.

#### **Online Claims Submission or Policy Changes**

If you are a CFM customer, you may be allowed to report an insurance claim online where available. Your online claim does not commit CFM to coverage for this loss. Information you submit regarding your insurance policy and the loss is subject to review and verification. CFM reserves the right to request additional information prior to reaching a decision on the claim. A claim representative will be communicating with you regarding your claim. All policy provisions contained in your policy remain in effect. Any changes to your policy coverage requested through the CFM Platforms are not effective until approved by CFM, at which point you will receive confirmation of the approval. If you have any questions concerning the coverage afforded by your policy, please contact CFM's.

#### **Termination**

CFM reserves the right to terminate your access to the CFM Platforms or to any or all of its services at any time without notice for any reason whatsoever. Certain provisions of this Agreement, including but not limited to copyrights, indemnity, trademarks, limitation of liability, warranty and jurisdictional issues will survive the termination of this Agreement.

#### **Indemnification**

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, affiliates, assigns, third party suppliers of information, software, services, and documents, free from any liability, loss, claim, and expense, including

reasonable attorney's fees, related to your violation of this Agreement or use of the CFM Platforms.

### **Severability and Survival**

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such provision, nor of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

### **Changes to Our Terms and Conditions**

We reserve the right to change this Agreement at any time by giving you advanced notice of the changes by email or in writing. We will also post these changes to the CFM Platforms. These changes will become effective 30 days after receiving the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of this Agreement, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of the CFM's Platforms, our services, and products after any change to this Agreement and notifying you will constitute your acceptance of such change. If you do not agree with the changes to this Agreement, you can choose to discontinue the use of the CFM Platforms.

### **Contact Information**

If you have any questions or suggestions regarding these terms and conditions, please contact us at:

800.218.2223