

The Resource Center, Inc.
Terms and Conditions of this Site
Created: September 2008

The Resource Center, Inc. (hereafter "TRC") respects the privacy of your nonpublic personal information and provides a detailed explanation of its on-line information gathering and dissemination practices as part of its Privacy Policy, which is available on this site.

POLICY AND SITE CONTENT

In several locations on this site, we provide helpful information about commonly used insurance terminology, frequently asked insurance questions, and our company's products. Information presented on such pages is subject in all respects to the terms, conditions and limitations of insurance policies covering customers. In the unlikely event that there is some conflict between an actual insurance policy and any statements in these terms and conditions, the terms, conditions and limitations of our insurance policy will govern.

LICENSING

Nothing on this site is intended or should be construed as a solicitation or offer to sell insurance products in any jurisdiction in which we are not properly licensed. The words "we," "us," and "our" refer to TRC, and any agent, independent contractor or assignee TRC may, in its sole discretion, involve in the provision of the service. The words "you" and "your" refer to each person accessing this service and each person who uses the Service with the permission of the subscriber.

CHANGES OF TERMS OF AGREEMENT

Much of our relationship with you is regulated by state and federal law, including the Gramm-Leach-Bliley Act, U.S. Pub. L. 106-102, 113 U.S. Stat. 1338 (1999), as well as state regulations regarding security, privacy, and use of your information. These laws and regulations, as well as the terms of the agreement, may change from time to time without notice to you unless required by law. Your continued use of the service following receipt of the agreement or notice of a change is considered acceptance of the agreement or change. We encourage you to keep this agreement for your records. If you have any questions, ask your TRC agent.

LIMITATION OF LIABILITY

Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) caused by the service or the use of the service or arising in any way out of the installation, operation, or maintenance of your computer or related equipment.

Under no circumstances, including but not limited to negligence, shall TRC be liable for any damages, direct, indirect, incidental, and/or consequential, including without limitation bodily injury, emotional distress or discomfort, or physical damage resulting from or in any way related to your use of this site, including but not limited to your use, reference to or reliance on any information obtained on or through this site.

INTERNET CONNECTION

You understand and agree that your use of or connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We use a secure server and security protocol to safeguard the information you provide. We use a secure server implementing the Secure Socket Layer (SSL) protocol to interact with you when you provide personal information to us. This technology encrypts your information so a third party cannot read the information while in transit. We handle your information securely via 128-bit encryption. All information

transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

EXCLUSION OF WARRANTIES

You agree that any use of this site is at your sole risk and that this site is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. We do not warrant or make any representations regarding the use or results of the use of any content or information available on or through this site. The accuracy, completeness, sequencing or timeliness of information is not guaranteed by us and information is subject to change. To the fullest extent permitted by law, TRC disclaims all representations and warranties, express or implied including, but not limited to: (a) any warranty for content, information, data, services, uninterrupted access, or products provided through or in connection with the safety insurance site; (b) any warranties concerning the availability, accuracy, usefulness, or content of information, or services offered on or through the safety insurance site; (c) any warranties that the safety insurance site is free of viruses, worms, Trojan horses or other harmful components; and (d) any warranties of title or implied warranties of merchantability or fitness for a particular purpose, or warranties of noninfringement. The internet is an open system. Therefore, we cannot and do not guarantee that the personal information entered by you will not be misappropriated, intercepted, deleted, destroyed or used by others. You agree not to hold TRC liable for any loss or damage of any sort incurred as a result of any such misappropriation, interception, deletion, destruction, or use of information provided by you through this site.

TERMINATION OF THIS AGREEMENT

You may terminate your use of the service at any time by calling or writing the address provided in this agreement. We may terminate your use of the service, in whole or in part, at any time without prior notice. Your access to the service will be terminated automatically if access to your information is restricted for any reason.

NOTICES

Except as otherwise provided in this agreement, any notice that you send to us must be mailed to the address listed on this site. Such notice is effective when it is actually received by us and we have had a reasonable opportunity to act, not to be less than 5 business days. We may, in our sole discretion, act upon verbal notice from you.

AMENDMENTS

These Terms and Conditions may be amended from time to time. Unless otherwise required by law, we may amend the Terms and Conditions by posting a notice on our web site. Your continued use of the service after the effective date of any amendment, or after a reasonable time not to exceed 10 calendar days, if no such date is stated, will constitute your acceptance of the terms of the amendment. We may, from time to time, revise or update the service, which may render all prior versions obsolete. We reserve the right to terminate this agreement as to all such prior version and limit access to only the most recent revisions and updates.

NO WAIVER

No delay or omission by us in exercising any rights or remedies under the Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

GOVERNING LAW/SEVERABILITY

The agreement shall be governed by and construed in accordance with the laws of the state of Missouri, without regard to its conflicts of laws provisions. If any provision of the agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

COPYRIGHT AND TRADEMARK

Third-party content, logos and company names available on or through this site are the intellectual property of their respective owners. The contents of this site, including but not limited to graphics, logos and text, are the property of TRC and its affiliated companies, and are protected by copyright and other intellectual property laws. The name TRC (and associated logos) are either trade names, service marks and/or registered service marks of The Resource Center, Inc., and may not be used under any circumstances without the express prior written consent of The Resource Center, Inc.

CAPTIONS

The captions of sections of the agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions.

ENTIRE AGREEMENT

The agreement is the complete and exclusive agreement between you and us relating to the service, which supersedes any prior agreement, oral or written, and any other communications between you and us related to the service.