

Association Content Agreement

Effective as of April 1, 2021

Independent Insurance Agents and Brokers of Louisiana, Inc. and its current or future subsidiaries and affiliates (collectively “the Association”) have established this Association Content Agreement (“Agreement”) for all who visit, use, contribute to and interact with this site/portal and/or any other site/portal made available by or through the Association (“Site”). By using this Site, you agree to comply with this Agreement, including any changes to the terms of this Agreement. With respect to that portion of any content or information controlled, provided or received by Independent Insurance Agents & Brokers of America, Inc. (“IIABA”), or its subsidiaries and affiliates, IIABA’s policies shall apply, which are available at www.independentagent.com and by which you further agree to be bound. If you do not agree to comply with this Agreement, you do not have permission to use the Site. The Association may change the terms of this Agreement at any time, without notice, by posting them on the Site, and you must abide by the revised terms when posted in order to have permission to continue to use the Site. You agree to review the terms of this Agreement periodically, so you are informed about any changes. This is a legally binding contract.

1. The purpose of the Site is for general information and discussion on topics related to the Association, its members, and their business needs. The views expressed on the Site by individual users are those of the individual users only and do not represent the views of the Association. Neither the content of the Site, nor the links to other sites contained therein, are routinely moderated, screened, approved or reviewed by the Association. Remember that any information you share in public areas of this Site becomes public and anyone may access that information. Please be careful about what you disclose in these portions of this Site and do not post any information that you expect to keep private.

2. This Agreement is in addition to the Terms of Use and Privacy Policy for the Association’s Site. By using this Site, you agree to be bound by the Terms of Use and Privacy Policy for the Association’s Site, which are hereby incorporated by reference into this Agreement. In the event of a conflict between the terms of this Agreement and the Terms of Use for the Association’s Site, the Terms of Use take precedence.

3. Posting and Commenting Rules

(a) You agree to exercise common sense and courtesy when posting, publishing, emailing, transmitting, distributing, disseminating, uploading, inputting, submitting, or making available (“Posting”) comments, information and materials (including photographs and images) on the Site (collectively “Content”). You agree not to Post any inappropriate Content on the Site, including, without limitation, Content that:

- Is unlawful or promotes unlawful activities;
- Violates antitrust laws or promotes anticompetitive actions;
- Is defamatory, libelous, abusive, profane, obscene, pornographic, vulgar, indecent, threatening, hateful, or offensive in any way;
- Harasses, threatens or embarrasses others or promotes discrimination or harm to any individual or group;
- Attacks or invades others privacy rights, personally or professionally or displays personal information of any individual other than yourself without legally valid and express permission;
- Violates or infringes on any rights of others (including, without limitation, intellectual property rights and privacy rights)
- Involves or assists in the use of false names or impersonation of others by you or by someone else;

- Involves the transmission of “spam”, “junk mail” or any other unsolicited mass mailing or communication, commercial or otherwise, or harvests information or screen names;
- Might interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment
- Contains any computer viruses or any other code designed to disrupt, damage or limit the functioning of any computer software or hardware;
- Is knowingly inaccurate, false, misleading or fraudulent;
- Includes Content that you do not have a legal or contractual right to make available or that you are otherwise prohibited from making available;
- Contains the image, name or likeness of anyone other than yourself unless the person is at least 18 years old and you have the person’s advance written permission, or you have the advance written permission of the person’s parent/legal guardian if the person is under 18, subject to applicable restrictions or limitations;
- Solicits or offers money, goods or services;
- Discloses confidential or proprietary information not owned by you;
- Is Posted using any name other than your real name;
- Contains any advertising or promotions without the Association’s express prior written permission;

(b) You represent all Content that you Post is truthful, accurate, and expected to be useful to the Site readers.

(c) You represent and warrant that you have all rights necessary for you to Post the Content you submit to the Site without violating the copyrights, trademarks or any other intellectual property rights of any third party.

(d) This Site is not for commercial purposes and, therefore, postings other than by the Association may not include advertisements for goods/services, solicitations, surveys or similar material.

(e) The Association reserves the right to use Site Content, ideas and suggestions with no obligation to compensate or make attribution to the individual or entity that provided the Content, ideas and suggestions.

4. The Site contains links to Internet sites of the Association members, state associations, and other third-party businesses and resources, and each such third-party Internet site may have its own privacy and data collection policies and practices. The Association is not responsible for the privacy and data collection policies and practices of any of its members, state associations or other businesses and resources, or for the content of their Internet sites. Users interested in the privacy and data collection policies and practices of the Association members, state associations or other businesses and resources should review the policies of the Internet sites they choose to access.

The Association disclaims all representations and warranties of any kind, express, implied, statutory or otherwise, about the Internet sites of its members, state associations or other businesses and resources, and the Association disclaims all warranties and representations of any kind, express, implied, statutory, or otherwise, including, without limitation, warranties and representations with respect to the Association members’, state associations’, and other businesses’ and resources’ Internet sites, security, content, privacy and data collection policies and practices, and actions. Links to other Internet sites do not imply the Association’s endorsement or approval of such Internet sites or the resources and information contained within them, nor are such links or references indications that the Association has received specific authorization to provide these links or resources. the Association does not endorse, approve,

certify or control such external Internet sites, and is not responsible for the security, accuracy, timeliness, completeness, efficacy, merchantability, usefulness, fitness for any particular purpose or correct sequencing of information located at such sites. The links and references on this Site to other Internet sites are provided solely as a convenience to users of this Site. All postings, including but not limited to comments and replies on the Site, are not to be relied on as professional opinions or advice. Additionally, the Association makes no representations or warranties, and expressly disclaims any representations, warranties, or other commitments, about any non-Association portal, website or third-party source that may be accessible from or linked to the Site. The links and references on this Site to other Internet sites are provided solely as a convenience to users of this Site.

5. Access to certain Content and portions of the Site may be limited based on your permissions and roles with the Association. The Association limits access to restricted or secure areas of the Site to authorized users only. You should not attempt to access areas of the Site that you are not permitted to use and agree not to do so.

6. In consideration for your agreement to this Agreement, the Association grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Site. You may access the Content on the Site only for your own use, and you agree not to commercialize it in any way. By Posting Content to or otherwise engaging in any communication on the Site, you are granting the Association a perpetual, royalty-free, and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell any such Content or other communication in any media now known or developed in the future.

7. The Association is not required to, but reserves the right to, monitor and administer the Site and, in its sole discretion, remove or refuse to Post Content. The Association also reserves the right and discretion to disable user accounts or terminate a user's Posting privileges at any time and without notice.

8. You agree to indemnify, defend, and hold harmless the Association, and its past, present and future officers, directors, agents, executive committee members, and employees (collectively "the Association Indemnitees") from any and all demands, claims, losses, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees and costs of investigation and defense) (collectively "Claims") arising from or relating to: (a) your violation or failure to comply with any part of this Agreement; (b) your use of the Site; or (c) your Posting of Content onto the Site. The Association reserves the right to defend any such Claims, and you agree to provide the Association with such reasonable cooperation and information as the Association requests.

9. If any portion of this Agreement, or the application of it to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement, or the application of it to persons or circumstances other than those which are invalid or unenforceable, shall not be affected thereby, and each portion of this Agreement is valid and enforceable to the fullest extent permitted by law.

10. This Agreement, as well as the rights and responsibilities of users and the Association relating to this Agreement or the Site, are governed exclusively by the laws of Louisiana, without regard to any conflict of laws rules, and the exclusive venue for any dispute shall be the state and federal courts of Baton Rouge, Louisiana.

11. This Agreement may be amended at any time by the Association, without notice to you. This Agreement and any amendment or revision thereto are effective upon posting to this Site, and your use of this Site after any changes to this Agreement constitutes your agreement to be bound by the amended or revised Agreement.

12. Any questions related to this Agreement or any other aspect of the Site must be submitted in writing via email to the Association at info@IIABL.com or IIABL, 18153 East Petroleum Drive, Baton Rouge, LA 70809.

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