

# Terms and Conditions

## **Agreement between user and [www.insurancebottomline.com](http://www.insurancebottomline.com)**

Welcome to [www.insurancebottomline.com](http://www.insurancebottomline.com). The [www.insurancebottomline.com](http://www.insurancebottomline.com) website (the "Site") is comprised of various web pages operated by Bottom Line Solutions ("BLS"). [www.insurancebottomline.com](http://www.insurancebottomline.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.insurancebottomline.com](http://www.insurancebottomline.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.insurancebottomline.com](http://www.insurancebottomline.com) is a E-commerce Site

This website was designed as a portal to educate and inform insurance professionals and related companies on a number of solutions they can use to effectively and efficiently grow their businesses. Specifically, BLS offers a number of different information and online based training programs, continuing educational memberships, done-for-you services, and other educational services for insurance professionals, agencies, carriers as well as other insurance related companies.

## **Privacy**

Your use of [www.insurancebottomline.com](http://www.insurancebottomline.com) is subject to BLS's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting [www.insurancebottomline.com](http://www.insurancebottomline.com) or sending emails to BLS constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that BLS is not responsible for third party access to your account that results from theft or misappropriation of your account. BLS and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

BLS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.insurancebottomline.com](http://www.insurancebottomline.com) only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

All of our products include a full 100% money back guarantee for a minimum of 60 days unless otherwise noted. Services may or may not include a guarantee depending upon the nature of the service and time required to fulfill it. Continuing paid memberships may be cancelled anytime, and

there are no refunds for past membership time periods. Should you have any questions about these policies, please contact BLS at [info@insurancebottomline.com](mailto:info@insurancebottomline.com).

### **Links to third party sites/Third party services**

[www.insurancebottomline.com](http://www.insurancebottomline.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of BLS and BLS is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. BLS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by BLS of the site or any association with its operators.

Certain services made available via [www.insurancebottomline.com](http://www.insurancebottomline.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.insurancebottomline.com](http://www.insurancebottomline.com) domain, you hereby acknowledge and consent that BLS may share such information and data with any third party with whom BLS has a contractual relationship to provide the requested product, service or functionality on behalf of [www.insurancebottomline.com](http://www.insurancebottomline.com) users and customers.

### **No unlawful or prohibited use/Intellectual Property**

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. BLS content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of BLS and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of BLS or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by BLS from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the BLS Content accessed through

www.insurancebottomline.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless BLS, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. BLS reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with BLS in asserting any available defenses.

### **Liability disclaimer**

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOTTOM LINE SOLUTIONS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BOTTOM LINE SOLUTIONS OR ANY OF ITS

SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/access restriction**

BLS reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Tennessee and you hereby consent to the exclusive jurisdiction and venue of courts in Tennessee in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and BLS as a result of this agreement or use of the Site. BLS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BLS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by BLS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and BLS with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and BLS with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

BLS reserves the right, in its sole discretion, to change the Terms under which [www.insurancebottomline.com](http://www.insurancebottomline.com) is offered. The most current version of the Terms will supersede all previous versions. BLS encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

BLS welcomes your questions or comments regarding the Terms:

Bottom Line Solutions  
115 Penn Warren Drive

Brentwood, Tennessee 37027

Email Address:

info@insurancebottomline.com

Telephone number:

615-656-5974

Effective as of November 27, 2012