

ASI Portal User Agreement

Terms and Conditions

Alabama Self-Insured Worker's Compensation Fund ("ASIWCF") is pleased to provide its ASI Portal service (the "Service"). The following terms and conditions apply to your use of the Service. For new users, your electronic acceptance of these terms and conditions indicates your binding agreement to comply with the terms and conditions set forth herein, as the same may be modified from time to time, and you represent that you are duly authorized to accept these terms and conditions on behalf of the entity represented by the data you are accessing. If you are an existing user who has a signed copy of a User Agreement on file with ASIWCF, these terms and conditions supersede that agreement and your continued use of the Service indicates your binding agreement to comply with the terms and conditions set forth herein, as the same may be modified from time to time.

Access to the Service

ASIWCF has provided you an initial User ID. Upon electronic acceptance of these terms and conditions, you will be responsible for activating the User ID, changing the initial Password and providing the assigned User IDs and Passwords to each of your authorized user(s) to access the Service, including the claims data. You represent on a continuing basis that you are authorized to have access to the accounts, the bank account information associated with electronic funds transfers, and the claims data accessed with the User ID(s) and Password(s) provided to you and authorized user(s). You agree to secure the User ID(s) and Password(s) and not to allow any person other than the authorized user(s) to use the User ID(s) and Password(s) to access the Service. You agree that ASIWCF shall not be responsible for any damages or loss resulting from your failure to maintain the confidentiality of your User ID(s) or Password(s). Further, you agree to defend, indemnify and hold harmless ASIWCF, its officers, directors, employees and agents harmless against any liability, losses, damages, or costs and expenses (including attorney fees) arising out of, or resulting from, a third party's access or use of the Service arising out of your provision of or failure to secure the User ID(s) or Password(s) provided to you and your authorized user(s). You expressly agree that your use of the Service is at your own risk. Neither ASIWCF nor any of its officers, directors, employees, agents, contractors, affiliates, information providers, licensors or other suppliers providing data, information or services, warrants that the Service will be uninterrupted or error-free; nor does ASIWCF make any representation or warranty as to the results that may be obtained from the use of the Service. All claims data is for your information and convenience, and may not be and shall not be deemed the official record of account activity. ASIWCF will not be responsible for transmission errors, corruption of data or security of data during transmission via public telecommunications facilities, including the internet.

ASIWCF reserves the right to block access to the Service for any reason, including without limitation: (i) backing up the Service; (ii) maintenance of the Service; (iii) updating the

Service; (iv) maintaining or restoring security to the Service if ASIWCF believes your User ID(s) and Password(s) have been or may be obtained or are being or may be used by an unauthorized person(s); or (v) maintaining the general security and/or integrity of the Service, its data and/or services.

Electronic Funds Transfers

You have the option of making payments to ASIWCF and receiving refunds from ASIWCF through electronic funds transfer (“EFT”).

One Time Payments

If you decide that you would like to make a one-time payment through the Service to pay amounts owed to ASIWCF via EFT, you must provide authorization for ASIWCF to initiate an entry through the Automated Clearing House (“ACH”) networks to debit your bank account for such amount. If you do not agree to provide authorization, you will be responsible for taking appropriate action to pay any amounts owed to ASIWCF.

Automatic Payments

If you decide that you would like to pay ASIWCF on a recurring basis through EFTs by authorizing automatic payments (“Auto Pay”), you must provide authorization for ASIWCF to initiate entries through the ACH networks on a recurring basis to debit your bank account for your then-current balance. If you do not agree to provide authorization, recurring EFT transactions will not be scheduled and you will be responsible for taking appropriate action to pay any amounts owed to ASIWCF.

Automatic Refunds

If you decide that you would like to receive refunds from ASIWCF through EFTs by authorizing automatic refunds (“Auto Refund”), you must provide authorization for ASIWCF to initiate entries through the ACH networks to credit your bank account for the amounts then-owed to you. If you do not agree to provide authorization, EFT transactions will not be scheduled and you will receive refunds from ASIWCF through other methods. A refundable credit may be carried on your ASIWCF member account due to overpayment or transfer from a prior coverage year (including audit credits), whether or not you have authorized Auto Refund. Electing Auto Refund does not remove your responsibility of notifying ASIWCF if you wish to receive a refund that you believe is due to you. See ASIWCF’s Payment Policies and Information document for further detail.

Your authorizations will remain in full force and effect until revoked by you (and we have had a reasonable opportunity to act on your request) or your financial institution. If you un-enroll from Auto Pay, you will still be responsible for payment in full.

If your financial institution refuses an EFT transaction for insufficient funds, closed or unauthorized accounts, or any other reason, your account may be subject to an insufficient funds fee, in addition to any charges your financial institution may assess. If initially rejected, ASIWCF will not make any additional attempts to execute the EFT transaction following the

initial refusal and you will be responsible for taking appropriate action to pay any amounts owed to ASIWCF.

By participating in any EFT service, you are representing that you are the authorized user of the bank account(s) used to make payments to and receive payments from ASIWCF. ASIWCF reserves the right to terminate your future participation in any EFT service for any reason, including but not limited to late payment, non-payment, or fraudulent payment on your account.

Disclaimer

ASIWCF undertakes commercially reasonable efforts to provide you complete and accurate quotes, binders, insurance policies, Certificates of Insurance, billing-related information and schedules of loss and claims information through the Service based on the information provided to ASIWCF. ASIWCF MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT RELATED TO THE SERVICE. UNDER NO CIRCUMSTANCE SHALL ASIWCF BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE SERVICE, OR THE DATA AND INFORMATION CONTAINED THEREIN, OR ANY BREACH OF ANY WARRANTY, EVEN IF ASIWCF IS ADVISED OF OR IF ASIWCF REASONABLY COULD HAVE FORESEEN SUCH DAMAGES.

Restrictions

You agree not to modify, alter or attempt to modify the Service or any portion thereof or data contained therein except as expressly permitted hereunder. If you or your authorized user(s) are authorized under your User ID(s) and Password(s) to input data into the Service or any portion thereof, you represent and warrant that you have the authority and permission to input such data; the data comply with applicable law and do not violate the rights of any person or entity; and the data may be relied upon by ASIWCF. You will be responsible for the accuracy of information you input into the Service. Upon ASIWCF's request, you agree to provide any additional information ASIWCF requests.

You agree not to use the Service (i) to transmit materials containing viruses or other harmful or deleterious computer code, files, scripts, agents or programs; (ii) to interfere with or disrupt the security, integrity or performance of the Service or the data contained therein; or (iii) to attempt to gain unauthorized access to the Service or networks related to the Service.

Changes to the Service

From time to time ASIWCF may modify the Service. If such modifications affect your use and access to the Service or ASIWCF otherwise requests, you agree to implement such modifications, provided you desire continued access to the Service.

Rights in the Service

ASIWCF and its licensors shall retain all rights in the Service. No rights in the Service are granted by these terms and conditions by implication or otherwise, other than the limited right of access expressly granted herein.

Your Responsibilities

You are responsible for all activities that occur under the User ID(s) and Password(s) provided to you and your authorized user(s). You agree to notify us immediately at (205) 868-6900 if you become aware of the loss, theft or unauthorized use of any User ID or Password provided to you or your authorized user(s) or inaccurate information on the Service. Furthermore, it will be your responsibility to deactivate the compromised User ID and Password and assign a new User ID and Password to the authorized user(s).

You are responsible for obtaining, installing, maintaining and using systems, equipment workstations and communication lines and encryption software required to access and maintain compatibility with the Service.

You agree to comply with all applicable local, state and federal laws in using the Service.

Privacy Policy

No information collected by ASIWCF on this site will be sold, rented or loaned by us, and ASIWCF agrees to use such information solely for its internal use and/or to provide the services you request from ASIWCF. The Service logs IP addresses and tracks your use of the Service. ASIWCF may share non-personal aggregate statistics data about you and traffic patterns with connected group companies or other parties. ASIWCF may from time to time establish relationships with companies that will enable you to access the websites of such companies directly from the Service. Each company has its own privacy policy. You are advised to read the privacy policy of any site accessed from the Service. ASIWCF accepts no responsibility for the use of your identifying personal information by such sites.

Nothing herein shall prevent ASIWCF from releasing any information in connection with requests or obligations under applicable law, including, without limitation, requests from regulatory agencies.

Copyright and Confidentiality

All content on the Service, including, without limitation, text, graphics, layout, images, icons, logos, button, and software is protected by copyright and is the property of ASIWCF or licensed to the Service by content providers. The Service, or any portion thereof, may not be reproduced, copied, duplicated, sold, resold, or otherwise exploited for any purpose unless expressly permitted in writing by ASIWCF.

You acknowledge that the data contained herein may be confidential. Accordingly, you agree that you will not access any claims data, bank account information, or any other information other than that related to your accounts. You further agree to limit any disclosure of such data to your employees who have a need to know and to protect the data obtained from the Service from unauthorized disclosure, use or reproduction. You are authorized to download, store, use and make copies of information and documents made available by ASIWCF to you through the Service, and to provide such information and documents to your clients and as directed by your clients.

Third-Party Content Providers and Links

Third-Party Content and Links to outside sites are provided for your convenience only. ASIWCF cannot exercise any control over any third-party content nor does it warrant the accuracy, timeliness or appropriateness for any particular purpose of any third-party content or content on an outside site. The Service and ASIWCF are independent of any and all third parties referenced or linked to the Service, and you should be aware that the Service and ASIWCF are not affiliated with or sponsored by any third-party content providers or outside sites. Moreover, inclusion on this site of any third party or link to an outside site does not constitute any endorsement by the Service or ASIWCF of the third party, its site, or any of the content provided by a third party to this site or on any linked site.

Amendment

ASIWCF may modify these terms and conditions from time to time upon notice to you, and your continued use of the Service after such notice is provided to you is your agreement to the terms of any and all such amendment(s). Any amendment(s) shall be effective upon ASIWCF posting such amendment(s) on the Service and providing you notice of such amendment(s).

Assignment

You shall not assign or transfer your rights and obligations hereunder.

Termination

ASIWCF may terminate this service at any time. You may terminate this service by notifying ASIWCF by U.S. mail or facsimile to the attention of: Freda Bacon, Administrator.

Force Maieure

Under no circumstances shall ASIWCF be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

Entire Agreement

These terms and conditions and any amendments hereto set forth the complete and exclusive statement of the agreement relating to the subject matter hereof and supersede all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.