

TERMS OF USE

Effective Date: January, 2012

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- 2. ACCURACY.** When you create an account, submit any personal information or claims to us, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify MIC if your information changes.
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- that you are an authorized user
- that you will use the applications for their specified purpose
- that you will comply with security and data controls

- that you will prevent disclosure of sensitive information.

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13. YOUR SUBMISSIONS. Any information, other than personal data or information, that you transmit to MIC via the Sites, including all remarks, suggestions, ideas, graphics, or other information communicated by you to us to improve the Sites, Site Content or the products or services of MIC (each, a “Submission”), whether by electronic mail or otherwise, will be treated as non-confidential and non-proprietary and will become the property of MIC. Such information, other than personal data or information, may be used for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. MIC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to MIC via this website or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. Without limitation, we will have exclusive ownership of all present and future existing rights to Submissions of every kind and nature everywhere. We will be entitled to use Submissions for any commercial or other purpose whatsoever, without compensation to you or any other person sending Submissions. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

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15. COMPLIANCE WITH LAWS. You shall obey all federal, state, and local laws, regulations and rules that apply to your activities when you use Sites. MIC reserves the right to terminate any account and to prevent your use of any and all Sites and Site Content if such account is used to engage in illegal activity or to violate these Terms.

16. SECURITY. You shall not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. MIC reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

17. TERMINATION. MIC reserves the right to in its sole discretion modify, interrupt, suspend or terminate the operation of, or access to, the Sites at any time, without notice to you and for any reason. MIC also reserves the right to terminate or block your access to the Sites at any time and for any reason including, without limitation, your violation of these Terms. In addition, MIC may notify the relevant law enforcement authorities or other third parties, of any illegal or other prohibited conduct by you.

18. LIMITED TIME TO BRING YOUR CLAIM. You agree that any cause of action arising out of or related to these Terms, the Sites and any Site Content must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

19. GOVERNING LAW AND FORUM. These Terms, and the interpretation, performance and enforcement of your and MIC’s rights and duties under these Terms, shall be construed in accordance

with the laws of Minnesota, except for any conflict or choice-of-law principles. By using the Sites, you agree to submit any and all disputes arising out of or relating to these Terms to the exclusive jurisdiction of the state or federal courts in or for Dakota County, Minnesota.

20. MISCELLANEOUS. The Terms, and the Privacy Policy incorporated herein, constitute the entire agreement between you and MIC relating to your use of our Sites and Site Content. These Terms operate to the fullest extent permissible by law. If any portion of these Terms is unlawful, void, or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. MIC makes no representations that the Sites are appropriate or available for use in locations outside of the United States. Those who access or use the Sites from outside of the United States do so at their own volition and are responsible for compliance with local law. You shall obey all federal, state, and local laws, regulations and rules that apply to your activities when you use the Sites.

21. CONTACTING US. If you have any questions or concerns about these Terms, please contact us at the number or address below or visit us on the Web at www.MyMendota.com or www.mendota-insurance.com

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